



# AMENDED AGENDA

OCONEE COUNTY COUNCIL MEETING

September 19, 2017

6:00 PM

Council Chambers, Oconee County Administrative Offices  
415 South Pine Street, Walhalla, SC

**Call to Order**

**Public Comment Session** *[Limited to a total of forty (40) minutes, four (4) minutes per person.]*

**Council Member Comments**

**Moment of Silence**

**Invocation by County Council Chaplain**

**Pledge of Allegiance to the Flag of the United States of America**

**Approval of Minutes**

- September 5, 2017 Regular Meeting

**Administrator Report & Agenda Summary**

**Proclamation 2017-07**

PROCLAMATION 2017-07 FOR NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH

**Public Hearings for the Following Ordinances**

**Ordinance 2016-25** "AN ORDINANCE TO AMEND CHAPTER 16 OF THE CODE OF ORDINANCES OF OCONEE COUNTY (FLOOD DAMAGE PREVENTION), PERTAINING TO ADOPTING UPDATED FLOOD INSURANCE RATE MAPS AND CHANGES ASSOCIATED WITH MAINTAINING GOOD STANDING IN THE NATIONAL FLOOD INSURANCE PROGRAM; AND OTHER MATTERS RELATED THERETO."

**Ordinance 2017-18** "AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN OCONEE COUNTY AND BORGWARNER PDS (USA) INC., WHEREBY OCONEE COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX ARRANGEMENT WITH BORGWARNER PDS (USA) INC. AND PROVIDING FOR PAYMENT BY BORGWARNER PDS (USA) INC. OF CERTAIN FEES-IN-LIEU OF AD VALOREM TAXES; PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT; FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO."

**Ordinance 2017-20** "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE FOOTHILLS ALLIANCE AS LESSEE; AND OTHER MATTERS RELATED THERETO."

**Ordinance 2017-21** "AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO DUKE ENERGY CAROLINAS, LLC FOR THE PURPOSE OF LOCATING AND

Council's meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council's Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council's agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council's agenda may be taken up, tabled, postponed, reconsidered, renewed or otherwise disposed of as provided for under Council's Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. Items specified under Council's rules.

MAINTAINING ELECTRIC AND/OR COMMUNICATION FACILITIES ON COUNTY-OWNED PROPERTY; AND OTHER MATTERS RELATED THERETO.”

**Ordinance 2017-22** “AN ORDINANCE AMENDING ARTICLE III OF CHAPTER 26 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, NAMELY AS TO THE ELIMINATION OF THE SCENIC HIGHWAY COMMITTEE AND THE SUBSTITUTION OF THE PLANNING COMMISSION TO CARRY OUT ALL DUTIES AND FUNCTIONS FORMERLY BELONGING TO THE SCENIC HIGHWAY COMMITTEE; AND OTHER MATTERS RELATED THERETO.”

**Ordinance 2017-23** “AUTHORIZING THE ISSUANCE AND SALE OF A NOT EXCEEDING \$530,000 GENERAL OBLIGATION REFUNDING BOND (KEOWEE FIRE TAX DISTRICT), SERIES 2017, OF OCONEE COUNTY, SOUTH CAROLINA FOR THE PURPOSE OF REFUNDING THE COUNTY'S GENERAL OBLIGATION BOND (KEOWEE FIRE TAX DISTRICT), SERIES 2007; FIXING THE FORM AND DETAILS OF THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BOND; AND OTHER MATTERS RELATING THERETO.”

**Ordinance 2017-24** “AN ORDINANCE AUTHORIZING THE TRANSFER OF COUNTY-OWNED REAL PROPERTY, LOCATED WITHIN THE GOLDEN CORNER COMMERCE PARK, COMPRISING APPROXIMATELY 22 ACRES, TO THE OCONEE ECONOMIC ALLIANCE FOR THE PURPOSE OF CONSTRUCTION OF A “SPECULATIVE BUILDING” FOR INDUSTRIAL OR BUSINESS USE IN ORDER TO PROMOTE INCREASED OPPORTUNITIES FOR ECONOMIC GROWTH AND DEVELOPMENT WITHIN THE COUNTY; AND OTHER MATTERS RELATED THERETO.”

### **Third Reading of the Following Ordinances**

<b>Ordinance 2016-25</b>	<i>[see caption above]</i>
<b>Ordinance 2017-18</b>	<i>[see caption above]</i>
<b>Ordinance 2017-20</b>	<i>[see caption above]</i>
<b>Ordinance 2017-21</b>	<i>[see caption above]</i>
<b>Ordinance 2017-22</b>	<i>[see caption above]</i>
<b>Ordinance 2017-23</b>	<i>[see caption above]</i>
<b>Ordinance 2017-24</b>	<i>[see caption above]</i>

### **Second Reading of the Following Ordinances**

#### **First Reading of the Following Ordinances**

#### **First & Final Reading for the Following Resolutions**

#### **Discussion Regarding Action Items**

#### **Heritage Farm Center Turning Lane & Entrance Road / Roads & Bridges / \$242,139.70**

Budget: \$242,139.70      Project Cost: \$242,139.70      Balance: \$ \$0.00

This bid is for construction services for a new turn lane and entrance road for the Heritage Farm Center located on US Hwy 123. The base bid is for all work within the limits of roadway construction, including clearing and grubbing, roadway construction, paving, erosion control, storm drainage and grassing.

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It is the staff's recommendation that Council [1] approve the award of bid ITB 17-01, Heritage Farm Center Turning Lane and Entrance Road to Thrift Development., of Seneca, SC in the amount of \$220,127.00 with a 10% contingency of \$22,012.70, for a total award of 242,139.70 and [2] authorize the County Administrator to approve any Change Orders within the contingency amount.

**(8) 2018 Chevy Tahoes & (3) 2018 Silverado Trucks / Sheriff's Office / \$356,246.00**

Budget: \$400,000.00 / Project Cost: \$ 266,192.00 (8-Chevy Tahoes) / Balance: \$43,754.00

(For All Vehicles) \$ 90,054.00 (3-Silverado Trucks)

\$356,246.00

It is the staff's recommendation that Council approve purchase of eight (8) 2018 Chevrolet Tahoes and three (3) 2018 Chevy Silverado trucks to Love Chevrolet of Columbia, SC, in the amount of \$356,246.00, per State Contract.

**Engineering Services for Groundwater Sampling & Reporting / Solid Waste / \$55,357.00**

Professional – Remaining Budget: \$193,284

Project: 25,310

Balance: \$167,974

Testing Wells – Remaining Budget: \$ 46,264

Project: 30,047

Balance: \$16,217

At the January 17, 2017 Council meeting, Council approved the award of RFP 16-09 to Smith Gardner, Inc., for Engineering Services for Solid Waste. The Solid Waste department wishes to contract with Smith Gardner to provide engineering services for groundwater monitoring at the Seneca and Five Forks landfills and the required analysis and submission of reports to SCDHEC. Smith Gardner has been providing these same services for over five years, but in the past the total amount has been less than \$50,000 and has not required Council approval. The increase is due to additional wells that need to be tested due to landfill remediation required by SCDHEC.

It is the staff's recommendation that Council approve the total award of \$55,357.00 to Smith Gardner, Inc., of Raleigh, NC for engineering services for groundwater monitoring and reporting.

**Local ATAX Grants / Fall 2017 Cycle / \$74,910**

Beginning Local ATAX balance \$221,365

If all grants/projects approved/new balance will be: \$146,455

A portion of Local ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission based on tourism impact of the project and approved by County Council.

**Normally, the PRT Commission recommends up to \$40,000 each cycle for external grants.**

**This cycle included two emergency requests and the PRT Commission request using an additional \$10,000 this cycle only.**

It is the Staff's recommendation of Approval of ATAX grant recommendations per the attached spreadsheet.

**Approval of forms of proposed subleases between (1) the Fair-Oak Youth Center, Inc. and the Upstate Children's Center of Oakway, Inc. and (2) the Fair-Oak Youth Center, Inc. and the Oconee Conservatory of Fine Arts (Upstate Heritage Quilt Trail) in relation to the former Oakway Intermediate School now owned by Oconee County and leased to the Fair-Oak Youth Center, Inc."**

**Approval of Millage for Keowee Fire Special Purpose District**

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# Approval of letter of support for the Appalachian Council of Governments regarding the Appalachian Region Comprehensive Economic Development Strategy 2018-2022 document

## Board & Commission Appointments *(IF ANY)* [Seats listed are all co-terminus seats]

Building Codes Appeal Board.....	1 At Large Seat
Conservation Bank Board.....	District II
Board of Zoning Appeals.....	District V
Agricultural Advisory Board.....	District III
Planning Commission.....	District III
Recreation Review Task Force.....	Westminster, Walhalla, Seneca, Fair Play/Oakway, Salem, West Union areas

**Unfinished Business** *[to include Vote and/or Action on matters brought up for discussion, if required]*  
*[None scheduled.]*

**New Business** *[may include items which may be scheduled for final action at a future meeting, if required]*  
*[None scheduled.]*

**Council Committee Reports**  
*[None attached.]*

## Executive Session

*[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]*

*For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:*

*[1] discussion regarding an Economic Development matter, Project Bremen.*

*[2] discussion regarding an Economic Development matter, Project Komfort.*

## Adjourn

*Adjourn (Working Draft) [M.D.] are available to accommodate the special needs of citizens attending meetings held in Council Chambers.*

*ALL requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.*

*County Council, Committee, Board & Commission meeting schedules, agendas are posted at the Oconee County Administrative Building & are available on the County Council Website.*

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

**PROCLAMATION 2017-07**

**A PROCLAMATION FOR NATIONAL  
DISABILITY EMPLOYMENT AWARENESS MONTH**

WHEREAS, workplaces welcoming of the talents of all people, including people with disabilities, are a critical part of our efforts to build an inclusive community and a strong economy.

WHEREAS, in this spirit, Oconee County, South Carolina is recognizing National Disability Employment Awareness Month this October, 2017, to raise awareness about disability employment issues and celebrate the many and varied contributions of people with disabilities.

WHEREAS, activities during this month will reinforce the value and talent that people with disabilities add to our workplaces and communities and affirm Oconee County's commitment to be an inclusive community.

NOW, THEREFORE, Oconee County does hereby proclaim October, 2017 as National Disability Employment Awareness Month. In so doing, Oconee County encourages its employers, schools, and other community organizations to observe this month with appropriate programs and activities, and to advance its important message that people with disabilities are equal to the task throughout the year.

**APPROVED AND ADOPTED** this \_\_\_\_ day of September, 2017.

**ATTEST:**

\_\_\_\_\_  
Katie Smith  
Clerk to Oconee County Council

\_\_\_\_\_  
Edda Cammick  
Chair, Oconee County Council

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2016-25**

**AN ORDINANCE TO AMEND CHAPTER 16 OF THE CODE OF ORDINANCES OF OCONEE COUNTY (FLOOD DAMAGE PREVENTION), PERTAINING TO ADOPTING UPDATED FLOOD INSURANCE RATE MAPS AND CHANGES ASSOCIATED WITH MAINTAINING GOOD STANDING IN THE NATIONAL FLOOD INSURANCE PROGRAM; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the Oconee County Council (the "Council"), has previously adopted certain ordinances and regulations regarding flood damage prevention, all of which are codified in Chapter 16 of the Code of Ordinances, Oconee County, South Carolina (the "Code of Ordinances"); and,

**WHEREAS**, the South Carolina General Assembly has delegated the responsibility to the County to enact ordinances and promulgate regulations designed to promote the public health, safety, and general welfare of its citizenry, including the authority and responsibility to enact ordinances and promulgate regulations to mitigate the damaging effects of floods in the unincorporated areas of the County; and,

**WHEREAS**, the Council recognizes that the special flood hazard areas of the County are subject to periodic inundation which may result in loss of life, property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which may adversely affect the public health, safety, and general welfare; and,

**WHEREAS**, the Council recognizes that losses due to floods are caused, in part, by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses that are vulnerable to floods or hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages; and,

**WHEREAS**, the Council recognizes that floodplains are an important asset to the community, that floodplains perform vital natural functions such as temporary storage of floodwaters, moderation of peak flood flows, maintenance of water quality, groundwater recharge, prevention of erosion, habitat for diverse natural wildlife populations, recreational opportunities, and aesthetic quality and that these functions are best served if floodplains are kept in their natural state; and

**WHEREAS**, the Council recognizes that wherever possible, the natural characteristics of floodplains and their associated wetlands and water bodies should be preserved and enhanced, and that whenever possible, decisions to alter floodplains, especially floodways and stream channels, should be the result of careful planning processes that evaluate resource conditions and human needs; and,

**WHEREAS**, the Council desires to amend the flood damage prevention ordinance for the purpose of protecting human life and health, minimizing property damage, and encouraging appropriate construction practices to minimize public and private losses due to flood conditions by requiring that uses vulnerable to floods, including facilities serving such uses, be protected against flood damage at the time of initial construction; and,

**WHEREAS**, the Council desires to amend the flood damage prevention ordinance to prohibit or otherwise restrict uses of the floodplain which are dangerous to health, safety, and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion, and Council further intends to attempt to control the alteration of natural floodplains, stream channels, and natural protective barriers involved in the accommodation of flood waters, to control filling, grading, dredging and other development that may increase flood damage or erosion, and to prevent or regulate the construction of flood barriers which may unnaturally divert floodwaters or increase flood hazards to other lands; and,

**WHEREAS**, it is the Council's objective to protect human life and health, to help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize damage from flooding, and to ensure that potential home buyers are notified that property is in a flood hazard area, and Council further intends to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets and bridges located in the floodplain, as well as prolonged business interruptions; and,

**WHEREAS**, the Council further recognizes that, an important floodplain management objective of this Ordinance is to minimize expenditure of public money for costly flood control projects and rescue and relief efforts associated with flooding; and,

**WHEREAS**, the Council has therefore determined to modify Chapter 16 of the Code of Ordinances, and to affirm and preserve all other provisions of the Code of Ordinances not specifically or by implication amended hereby.

**NOW, THEREFORE**, be it ordained by County Council, in meeting duly assembled that:

1. Chapter 16 of the Code of Ordinances, Oconee County, South Carolina is hereby revised, rewritten, and amended to read as set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.
2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
3. All ordinances, orders, resolutions, and actions of Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
4. The remaining terms and provisions of the Code of Ordinances not revised or affected hereby remain in full force and effect.
5. This Ordinance shall take effect and be in full force and effect from and after third

reading and enactment by County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2017.

**ATTEST:**

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Katie Smith,  
Clerk to Oconee County Council

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Edda Cammick  
Chair, Oconee County Council

First Reading:       September 20, 2016  
Second Reading:     November 15, 2016  
Third Reading:       September 19, 2017  
Public Hearing:       September 19, 2017



## EXHIBIT A

## ARTICLE I. IN GENERAL

## Sec. 16-1. - Authority.

The General Assembly of the State of South Carolina has in S.C. Code 1976 Title 4, Chapter 9 and in Title 6, Chapter 29, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore the provisions of this article are adopted under authority set forth in S.C. Code 1976 Title 4, Chapter 9 and in Title 6, Chapter 29.

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## Sec. 16-2. - Purpose and Objectives.

It is the purpose of this ordinance to protect human life and health, minimize property damage, and encourage appropriate construction practices to minimize public and private losses due to flood conditions by requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction. Uses of the floodplain which are dangerous to health, safety, and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion are restricted or prohibited. These provisions attempt to control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters, and control filling, grading, dredging, and other development which may increase flood damage or erosion. Additionally, the ordinance prevents or regulates the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

The objectives of this ordinance are to protect human life and health, to help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize flood blight areas, and to insure that potential home buyers are notified that property is in a flood area. The provisions of the ordinance are intended to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets and bridges located in the floodplain, and prolonged business interruptions. Also, an important floodplain management objective of this ordinance is to minimize expenditure of public money for costly flood control projects and rescue and relief efforts associated with flooding.

Floodplains are an important asset to the community. They perform vital natural functions such as temporary storage of floodwaters, moderation of peak flood flows, maintenance of water quality, groundwater recharge, prevention of erosion, habitat for diverse natural wildlife populations, recreational opportunities, and aesthetic quality. These functions are best served if floodplains are kept in their natural state. Wherever possible, the natural characteristics of floodplains and their associated wetlands and water bodies should be preserved and enhanced. Decisions to alter floodplains, especially floodways and stream channels, should be the result of careful planning processes that evaluate resource conditions and human needs.

Secs. 16-3 —16-30. - Reserved.

## ARTICLE II. FLOOD DAMAGE PREVENTION

### DIVISION 1. - GENERALLY

#### Sec. 16-31. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Accessory structure* means a structure located on the same parcel of property as the principal structure, and the use of which is incidental to the use of the principal structure.

*Addition* (to an existing building or structure) means an extension or increase in the floor area or height of a building or structure. Additions to existing buildings shall comply with the requirements for new construction regardless as to whether the addition is a substantial improvement or not. Where a firewall or load-bearing wall is provided between the addition and the existing building, the addition(s) shall be considered a separate building and must comply with the standards for new construction.

*Agricultural structure* means a structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Agricultural structures are not exempt from the provisions of this article.

*Appeal* means a request for a review of the floodplain manager's interpretation of any provision of this article.

*Area of shallow flooding* means a designated AO Zone on a flood insurance rate map (FIRM) with base flood depths of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

*Base flood* means the flood having a one percent chance of being equaled or exceeded in any given year.

*Base flood elevation (BFE)* means the height of the base flood, usually in feet, in relation to the specified geodetic vertical datum.

*Basement* means any enclosed area of a building that is below grade on all sides.

*Building* means any structure built for support, shelter, or enclosure for any occupancy or storage.

*CLOMR* means conditional letter of map revision.

*CLOMA* means conditional letter of map amendment.

*Critical facility* means those functions, structures, or buildings used for essential services for the public good, health, and welfare of the essential daily operations and delivery of services to the citizens of the county, such as, but not limited to, waste water treatment facilities, potable water distribution facilities, power generation facilities, telecommunication centers, schools, hospitals, fire departments, law enforcement facilities, emergency medical service facilities, governmental offices, care centers, disaster shelter facilities, and the like.

*DHS-FEMA* means Department of Homeland Security-Federal Emergency Management Agency.

*Development* means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

*Elevated building* means a non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns, piers, or shear walls parallel to the flow of water.

*Existing construction* means, for the purposes of determining rates, structures for which the start of construction commenced before September 1, 1987.

*Existing manufactured home park or manufactured home subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before September 1, 1987.

*Expansion to an existing manufactured home park or subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs).

*Flood* means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters; or
- (2) The unusual and rapid accumulation of runoff or surface waters from any source.

*Flood hazard boundary map (FHBM)* means an official map issued by DHS-FEMA, NFIP on which the boundaries of the special flood hazard areas have been defined.

*Flood insurance rate map (FIRM)* means an official map of the county on which DHS-FEMA, NFIP has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

*Flood insurance study* means the official report containing the examination, evaluation, and determination of flood hazard areas provided by the DHS-FEMA, NFIP. The report contains flood profiles, as well as the flood hazard boundary map and flood risk data for various areas of the county and the water surface elevation of the base flood.

*Floodplain or flood prone area* means any land area susceptible to being inundated by water from any source (see definition of "flood").

*Floodproofing* means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

*Flood-resistant material* means any building material capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumber are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Class 4 and 5 materials, referenced in the Technical Bulletin 2-93, Flood-Resistant Materials for Buildings Located in Special Flood Hazard Areas in Accordance with the National Flood Insurance Program, document number FIA-TB-2, dated 4/93, and available from the Federal Emergency Management Agency are acceptable flood-resistant materials.

*Floodway* means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

*Freeboard* means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

*Highest adjacent grade* means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of the structure.

*Historic structure* means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of the Interior (DOI)) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places;
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified:
  - a. By an approved State program as determined by the Secretary of Interior, or
  - b. Directly by the Secretary of Interior in states without approved programs.

Some structures or districts listed on the state or local inventories may not be historic as cited above, but have been included on the inventories because it was believed that the structures or districts have the potential for meeting the historic structure criteria of the DOI. In order for these

structures to meet NFIP historic structure criteria, it must be demonstrated and evidenced that the South Carolina Department of Archives and History has individually determined that the structure or district meets DOI historic structure criteria.

*Increased cost of compliance* means those expenses a property owner must incur, above what applies to all new and ~~renewed~~ renewed flood insurance policies effective on and after June 1, 1997. The NFIP shall enable the purchase of insurance to cover the cost to repair the physical damage of compliance with land use and control measures established under Section 1361. It provides coverage for the structure actually sustained from a flooding event payment of a claim to help pay for the cost to comply with mitigation requirements of state or local community floodplain management laws or ordinances. laws or regulations. Acceptable mitigation measures are elevation, floodproofing, relocation, demolition, after a flood event in which a building has been declared substantially or any such manner that is not retroactively damaged.

*Limited storage* means an area used for storage and intended to be limited to incidental items that can withstand exposure to the elements and have low flood damage potential. Such an area must be of flood resistant or breakaway material, void of utilities except for essential lighting and cannot be temperature controlled.

*LOMA* means letter of map amendment.

*LOMR* means letter of map revision.

*Lowest adjacent grade (LAG)* means an elevation of the lowest ground surface that touches any of the exterior walls of a building or proposed building walls.

*Lowest floor* means the lowest floor of the lowest enclosed area. An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this article.

*Manufactured home* means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a recreational vehicle.

*Manufactured home park or subdivision* means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

*Mean sea level* means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the special flood hazard area.

*National Geodetic Vertical Datum (NGVD)*, as corrected in 1929, means the elevation reference points set by National Geodetic Survey based on mean sea level. New construction means structure for which the start of construction commenced after September 1, 1987. The term also includes any subsequent improvements to such structure.

*New manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the

construction of streets, and either final site grading or the pouring of concrete slabs) is completed on or after September 1, 1987.

*NFIP* means National Flood Insurance Program.

*North American Vertical Datum (NAVD)* means the datum point established at Pointe-au-Père on the St. Lawrence River, Quebec Province, Canada, based on the mass or density of the earth. The datum listed as the reference datum on flood insurance rate maps should be used for elevation certificate and floodproofing certificate completion.

*Recreational vehicle* means a vehicle which is:

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a car or light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling, but as a temporary living quarters for recreational, camping, travel, or seasonal use.

*Repetitive loss structure* means a structure covered by a contract of flood insurance that has incurred flood-related damages on two occasions during a ten year period ending on the date of the event for which a second claim is made, in which the cost to repair the flood damage, on average, equalled or exceeded twenty-five percent of the market value of the building at the time of such flood event.

*Section 1316* means, for the purposes of this chapter, Section 1316 of the National Flood Insurance Act of 1968, wherein standards are established providing that no new flood insurance shall be provided for any property found by the Federal Emergency Management Agency to have been declared by a state or local authority to be in violation of state or local ordinances.

*Special flood hazard area* means an area delineated on a flood insurance rate map as being subject to inundation by the base flood and designated as Zone A, AE, A1-30, AR, AO, and AH.

*Start of construction* includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

*Structure* means a walled and roofed building, a manufactured home, including a gas or liquid storage tank that is principally above ground.

*Subdivision* means the division of a tract, lot or parcel of land into two or more lots, plats, sites or other divisions of land.

*Substantial damage* means damage of any origin, sustained by a structure after September 1, 1987, whereby the cost of restoring the structure to its before-damaged condition would be equal to or exceed 50 percent of the market value of the structure before the damage occurred. Such repairs may be undertaken successively and their costs counted cumulatively. Please refer to the definition of "substantial improvement."

*Substantial improvement* means any repair, reconstruction, rehabilitation, addition, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of the construction of the improvement. This term includes structures that have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

- (1) Any project of improvement to a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions (does not include American with Disabilities Act compliance standards); or,
- (2) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure. ~~Permits shall be cumulative for a period of five years.~~

~~Permits shall be cumulative for a period of five years. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.~~

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*Substantially improved existing manufactured home park or subdivision* means where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction, or improvement commenced.

*Variance* means the grant of relief from a term or terms of this article.

*Violation* means the failure of a structure or other development to be fully compliant with this article.

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Sec. 16-32. - Lands to which this article applies.

This article shall apply to all parcels of land that lie either wholly or partially within, or immediately adjacent to, special flood hazard areas that are within the jurisdiction of the unincorporated areas of the county. These special flood hazard areas are identified by the Department of Homeland Security-FEMA, National Flood Insurance Program (DHS-FEMA, NFIP), in its flood insurance study, dated ~~1/1/00~~ ~~As Determined~~ ~~December 21, 2017~~ with accompanying maps and other supporting data, which are hereby adopted by reference and declared to be a part of this article. Further, this article shall apply to any special flood hazard areas established and accepted by the county that utilize DHS-FEMA, NFIP detailed flood study standards, or better.

Upon annexation any special flood hazard areas identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study for the unincorporated areas of Oconee County, with accompanying map and other data are adopted by reference and declared part of this ordinance.

Sec. 16-33. - Adoption of letters of map revisions and letters of map amendments.

All LDMRs and LOMAs issued by DHS-FEMA for the unincorporated areas of the county are hereby adopted by this reference.

Sec. 16-34. - Establishment of development permit.

Prior to the commencement of any development activities in the special flood hazard areas, a development permit shall be required in accordance with the provisions of this article.

Sec. 16-35. - Compliance.

No structure shall hereafter be located, extended, converted, or structurally altered, or land developed, without full compliance with the terms of this article and other applicable regulations. Nothing in this article shall be construed to apply to parcels of land that do not lie either wholly or partially within, or immediately adjacent to, special flood hazard areas within the jurisdiction of the unincorporated areas of the county.

Sec. 16-36. - Interpretation.

In the interpretation and application of this article, all provisions shall be considered as minimum requirements, liberally construed in favor of the governing body, and deemed neither to limit nor repeal any other powers granted under state law. This article is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this article and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 16-37. - Partial Invalidity and Severability.

If any part of this Ordinance is declared invalid, the remainder of the Ordinance shall not be affected and shall remain in force.

Sec. 16-38. - Penalties for violation.

In addition to any specific penalties as set forth herein, violation of the provisions of this article or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person, firm, corporation, or agent who violates this article or fails to comply with any of its requirements shall, upon conviction thereof, be fined within the jurisdictional limits of magistrate's court or imprisoned for not more than 30 days, or both. Each such person, firm, corporation or agent shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any of the provisions of this article is committed or continued. Nothing herein contained shall prevent the county from taking such other lawful action, including an action for injunctive relief, as is necessary to prevent or remedy any violation.



Sec. 16-39. - Effect upon outstanding development permits.

Nothing herein contained shall require any change in the plans, construction, size, or designated use of any building, structure or part thereof for which a development permit has been granted by the county before the time of the enactment of this article.

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Sec. 16-40. - Warning and disclaimer of liability.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside the special flood hazard areas or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the county, or by any officer or employee thereof, for any flood damages that result from reliance on this article, or any administrative decision lawfully made hereunder.

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Sec. 16-41. - Effect on rights and liabilities under the existing flood damage prevention ordinance.

This article in part comes forward by reenactment of some of the provisions of the flood damage prevention ordinance enacted August 18, 1987, as amended. It is not the intention to repeal but rather to reenact and continue to enforce without interruption such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this article shall not affect any action, suit or proceeding instituted or pending that has been brought by the county. All provisions of the flood damage prevention ordinance of Oconee County enacted on August 18, 1987, as amended, which are not reenacted herein, are repealed.

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Secs. 16-42—16-80. - Reserved.

## DIVISION 2. - ADMINISTRATION

Sec. 16-81. - Designation of floodplains manager.

The County Administrator ~~is hereby authorized to designate or his designee shall serve as the floodplains manager to administer and implement the provisions of this chapter.~~

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Sec. 16-82. - Development permit and certification requirements.

Development permits shall be required for all development, including the placement of manufactured homes, so that the county may determine whether or not such construction or other development is proposed in the special flood hazard area. Prior to any development activities, application for a development permit shall be made to the floodplains manager on forms furnished by the local floodplains manager. The development permit may include, but not be limited to, plans in duplicate, drawn to scale, showing: the nature, location, dimensions, and elevations of the area in question; existing or proposed structures; and the location of fill

materials, storage areas, and drainage facilities. Specifically, the following information is required:

- (1) A plot plan that shows the special flood hazard area contour, or a statement that the entire lot is within the special flood hazard area, must be provided by the development permit applicant when the lot is within, or appears to be within the special flood hazard area as mapped by DHS-FEMA or the special flood hazard area identified pursuant to either the duties and responsibilities of the floodplains manager of subsection 16-83(9) or the standards for subdivision proposals of section 16-125 and the standards for streams without estimated base flood elevations and/or floodways of section 16-124. The plot plan must be prepared by or under the direct supervision of a state-registered land surveyor or professional engineer and certified by the same.
- (2) The plot plan required herein must show the floodway, if any, as identified by the DHS-FEMA, NFIP, or as identified pursuant to either the duties or responsibilities of the floodplains manager of subsection 16-83(9) or the standards for subdivision proposals of section 16-125 and the standards for streams without estimated base flood elevations and/or floodways of section 16-124.
- (3) Where base flood elevation data is provided as set forth in section 16-32 or the duties and responsibilities of the floodplains managers of subsection 16-83(9) the application for a development permit within the flood hazard area shall show:
  - a. The elevation (in relation to mean sea level) of the lowest floor of all new and substantially improved structures, and
  - b. If the structure will be floodproofed in accordance with the nonresidential construction requirements of subsection 16-122(2) the elevation (in relation to mean sea level) to which the structure will be floodproofed.
- (4) Where base flood elevation data is not provided, in the absence of other available data from another source, and where no BFE data is provided as set forth in section 16-32, one of the following methods may be used to determine a BFE, subject to approval by the floodplains manager. For further information regarding the methods for determining BFEs listed below, refer to DHS-FEMA's manual *Managing Floodplain Development in Approximate Zone A Areas*.
  - a. Contour interpolation.
    1. Superimpose approximate Zone A boundaries onto a topographic map and estimate a preliminary BFE.
    2. Add one half of the contour interval of the topographic map to determine the final BFE.
  - b. Data extrapolation. A BFE can be determined if a site is located within 500 feet upstream of a stream reach for which a 100-year profile has been computed by detailed methods, and the special flood hazard area and channel bottom slope characteristics are relatively similar to the downstream reaches.
  - c. Hydrologic and hydraulic calculations. Perform hydrologic and hydraulic calculations to determine BFEs using DHS-FEMA-approved methods and software.

- (5) Alteration of watercourse. Where any watercourse will be altered or relocated as a result of proposed development, the application for a development permit shall include: A description of the extent of watercourse alteration or relocation; an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; a map showing the location of the proposed watercourse alteration or relocation; and notification of the proposal to the appropriate governmental agencies. A copy of the notification shall be maintained in the permit records and submitted to the DHS-FEMA. Prior to the commencement of any work on the alteration of a watercourse, the applicant must procure and submit to the floodplains manager any applicable federal or state approvals or permits, including a CLOMR. Within 60 days of completion of an alteration of a watercourse, the applicant shall submit as-built certification, by a state-registered professional engineer, to the floodplains manager, DHS-FEMA, as a LOMR, and the State of South Carolina, Department of Natural Resources, Flood Mitigation Program.
- (6) When a structure is constructed or substantially improved in the special flood hazard area or, in the opinion of the floodplains manager, a flood elevation certificate is required as soon as possible after completion of the lowest floor and before any further inspections are accepted and vertical construction commences. The as-built measurement shall be made in relation to mean sea level and shall be a minimum of three (3) feet above the BFE. The certification shall be prepared, signed and sealed by a state-registered land surveyor or a state professional engineer. Any work done prior to submission of the certification shall be at the permit holder's risk. The floodplains manager shall review the floor elevation survey data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being permitted to proceed. Failure to submit the certification or failure to make the required corrections shall be cause to issue a stop-work order for the project.
- (7) If the proposed development will impact the configuration of a watercourse, floodway, or BFE for which a detailed flood insurance study has been developed, the applicant shall apply and must receive approval for a CLOMR with the DHS-FEMA, NFIP. The development permit will not be issued until DHS-FEMA has issued the CLOMR. When a CLOMR has been issued for a development the following shall apply. Within thirty calendar days of completion of construction activities, the applicant shall apply to DHS-FEMA for a LOMR. The applicant is responsible for all technical submissions and fees required to obtain the CLOMR/LOMR.
- (8) As-built certification. Upon completion of the development a state-registered professional engineer, land surveyor or architect shall certify that the development is built in accordance with the submitted plans and previous pre-development certifications.

Sec. 16-83. - Duties and responsibilities of the floodplains manager.

The floodplains manager shall reasonably and responsibly apply the provisions of this article. The duties and responsibilities of the floodplains manager shall include, but are not limited to, the following:

- (1) Permit application review. It is the duty and responsibility of the floodplains manager to review all development permit applications to assure that the requirements of this article have been satisfied, and the floodplains manager is authorized to determine whether sites will be reasonably safe from flooding.
- (2) Requirement of federal and/or state permits. It is the responsibility of the floodplains manager to review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by federal or state law, including section 404 of Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (3) Watercourse alterations.
  - a. Prior to the issuance of the development permit to alter a watercourse, it is the responsibility of the floodplains manager to notify adjacent communities, the South Carolina Department of Natural Resources, Land Resources and Conservation Division, State Coordinator for the NFIP, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to DHS-FEMA, NFIP.
  - b. In addition to the notifications required watercourse alterations per subsection 16-83(3)a., it is the responsibility of the floodplains manager to maintain written reports of maintenance records to show that maintenance has been provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished. This maintenance must consist of a comprehensive program of periodic inspections, and routine channel clearing and dredging, or other related functions. The assurance shall consist of a description of maintenance activities, frequency of performance, and the local person responsible for maintenance performance. Records shall be kept on file for DHS-FEMA inspection.
- (4) Floodway encroachments. It is the responsibility of the floodplains manager to minimize and manage encroachments within the floodway.
- (5) Adjoining floodplains. It is the responsibility of the floodplains manager to cooperate with neighboring communities with respect to the management of adjoining floodplains and/or flood-related erosion areas in order to prevent aggravation of existing hazards.
- (6) Notifying adjacent communities. It is the responsibility of the floodplains manager to notify adjacent communities prior to permitting substantial commercial developments and large subdivisions to be undertaken in areas of special flood hazard and/or flood-related erosion hazards.
- (7) Documentation review. It is the responsibility of the floodplains manager to accept and review documentation for all structures located in the special flood hazard areas in accordance with this article.
- (8) Floodproofing certifications. When floodproofing is utilized for a particular structure, the floodplains manager is authorized to require the property owner or other responsible party provide certifications from a state-registered professional engineer or architect in

accordance with the nonresidential construction requirements outlined in subsection 16-122(2).

- (9) Map interpretation. Where interpretation is needed as to the exact location of boundaries of the special flood hazard areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), it is the responsibility of the floodplains manager to make the necessary interpretation. The person contesting the location of the special flood hazard area boundary may obtain an approved LOMA from DHS-FEMA, or he or she may appeal the interpretation as provided for in this article.

- (10) Prevailing Authority. Where a map boundary showing an area of special flood hazard and field elevations disagree, the base flood elevations for flood protection elevations (as found on an elevation profile, floodway data table, etc.) shall prevail. The correct information should be submitted to FEMA as per the map maintenance activity requirements outlined in [Article IV-B-7-Section 16-84](#).

- (11) Use of best available data.

- a. When base flood elevation data ~~and~~ floodway data has not been provided in accordance with ~~section~~ [Section 16-32](#) ~~for a project of less than five acres in size or less than 50 lots, the floodplains manager is authorized to allow the applicant to submit for obtain~~ review, and reasonably utilize best available base flood elevation data and floodway data available from a federal, state, or other source, including data developed pursuant to the standards for subdivision proposals outlined in section 16-125, in order to administer the provisions of this article. Data from preliminary, draft, and final flood insurance studies constitutes best available data from a federal, state, or other source. Data must be developed using hydraulic models meeting the minimum requirement of NFIP approved model. If an appeal is pending on the study in accordance with 44 CFR ch. 1, parts 67.5 and 67.6, the data does not have to be used.
- b. For a project greater than five acres or more than 50 lots, a detailed study is required, using detailed methods as are acceptable by the Department of Homeland Security-FEMA, utilizing floodplain geometry, hydrology and hydraulics to analyze the pre- and post-development conditions. All studies shall take into consideration a "full build out" condition for the studied watershed area. Such analysis shall be undertaken by a state-licensed professional engineer, who shall certify that the technical methods used reflect currently accepted engineering practices. Studies, analysis and computations shall be submitted in sufficient detail to allow review and approval by the floodplains manager, and in a digital format compatible with the requirements and standards of Oconee County GIS. The accuracy of the data submitted for such determination shall be the sole responsibility of the applicant.
- c. After review of the detailed study by the floodplains manager, the applicant shall submit to DHS-FEMA an application for a LOMR, based upon existing site conditions. Applications for encroachments and/or modifications to the special flood hazard area will be evaluated and processed as described in subsection 16-

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82(7) and subsection 16-122(1)(f). The applicant shall be responsible for all technical submissions and fees to DHS-FEMA in order to obtain the map change. The development permit will not be issued until DHS-FEMA has issued the LOMR or CLOMR, as applicable.

- (12) Special flood hazard area conflicts with topographic boundaries. When the exact location of boundaries of the special flood hazard areas conflict with the current, natural topographical information at the site, the property owner may apply and be approved for a LOMA by DHS-FEMA, NFIP. The floodplains manager will file a copy of the LOMA issued by DHS-FEMA, NFIP in the permit file.
- (13) On-site inspections. It is the responsibility of the floodplains manager to make on-site inspections of projects in accordance with the administrative procedures outlined in subsection 16-85(1).
- (14) Administrative notices. The floodplains manager is authorized to serve notices of violations, issue stop-work orders, revoke permits and direct corrective actions in accordance with administrative procedures outlined in section 16-85.
- (15) Records maintenance. It is the responsibility of the floodplains manager to maintain all records pertaining to the administration of this article and make these records available for public inspection.
- (16) Annexation and detachments. It is the responsibility of the floodplains manager to notify the South Carolina Department of Natural Resources Land, Water and Conservation Division, within six months, of any annexations or detachments that include special flood hazard areas.
- (17) Federally Funded Development. The President issued *Executive Order 11988, Floodplain Management May 1977, E.O. 11988* directs federal agencies to assert a leadership role in reducing flood losses and losses to environmental values served by floodplains. Proposal developments must go through an eight-step review process. Evidence of compliance with the executive order must be submitted as part of the permit review process.
- (18) Substantial damage determination. It is the responsibility of the floodplains manager to determine damage to structures located in the special flood hazard areas, regardless of the source of the damage ~~and to further determine if the damage is considered substantial damage and/or a repetitive loss due to flooding, and notify the owner of the property of such finding. If the damage to the structure is caused by flooding, and is determined to be substantial damage or a repetitive loss, and the structure is covered by the NFIP, the structure may be eligible for the increased cost coverage provision under NFIP.~~
- (19) Substantial improvement determination. It is the responsibility of the floodplains manager to perform an assessment of permit applications for improvements or repairs to be made to a building or structure equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. Cost of work counted for determining if and when substantial improvement to a structure occurs shall be cumulative for a period of five years. If the improvement project is conducted in phases

the total of all cost associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

~~(2)(b) Methods of market value determination:~~ The market values shall be determined by one of the following methods:

- a. The current assessed building value as determined by the county's assessor's office or the value of an appraisal performed by a licensed appraiser at the expense of the owner, ~~within the past six (6) months.~~
- b. One or more certified appraisals from a state-registered professional licensed appraiser. The appraisal shall indicate actual replacement value of the building or structure in its pre-improvement condition, less depreciation for functionality and obsolescence and site improvements. The Marshall & Swift Residential Cost Handbook shall be used to determine costs for buildings or structures; or
- c. Real estate purchase contract within 12 months prior to the date of the application for a permit.

#### Sec. 16-84. - Map maintenance activities.

The National Flood Insurance Program requires flood data to be reviewed and approved by DHS-FEMA. This ensures that flood maps, studies and other data identified in section 16-32 accurately represent flooding conditions so appropriate special flood hazard area management criteria are based on current data, the following map maintenance activities are identified:

(1) Requirement to submit new technical data.

- a. For all development proposals that impact floodway delineations or BFEs, the floodplains manager shall ensure that technical data reflecting such changes is submitted to DHS-FEMA within six months of the date such information becomes available. These development proposals include:
  1. Floodway encroachments that increase or decrease BFEs or alter floodway boundaries;
  2. Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;
  3. Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and
  4. Subdivision or large scale development proposals requiring the establishment of base flood elevations in accordance with section 16-125
- b. It is the responsibility of the applicant to have technical data, required in accordance with section 16-84, prepared in a format required for a CLOMR or LOMR, and submitted to DHS-FEMA. Submittal and processing fees for these map revisions shall also be the responsibility of the applicant.
- c. The floodplains manager shall require a CLOMR prior to the issuance of a floodplain development permit for:
  1. Proposed floodway encroachments that increase the base flood elevation; and

2. Proposed development which increases the base flood elevation by more than one foot in areas where DHS-FEMA has provided base flood elevations but no floodway.
- d. Development permits issued by the floodplains manager shall be conditioned upon the applicant obtaining a LOMR from DHS-FEMA for any development proposal subject to section 16-84.

(2) Right to Submit New Technical Data. The floodplain manager may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the local jurisdiction and may be submitted at any time.

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Sec. 16-85. - Administrative procedures.

- (1) Inspections of work in progress: As the work pursuant to a permit progresses, the floodplains manager shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of this article and the terms of the permit. In exercising this responsibility, the floodplains manager, and each member of the floodplains manager's inspections department, has the authority, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction at any reasonable hour for the purposes of inspection or other enforcement action.
- (2) Stop work orders: The floodplains manager may utilize stop work orders to prevent violations of this article, and in doing so, the following procedure shall be followed:
  - a. The floodplains manager may order the work to be immediately stopped whenever a building, or part thereof, or development is being constructed, reconstructed, altered, or repaired in violation of this article or in violation of any regulation adopted or order issued pursuant to this article, and either:
    1. The violation or work being performed will alter the special flood hazard area in such a way that it would be difficult to abate the violation without substantial cost;
    2. The violation or work being performed would cause irreparable harm to the special flood hazard area;
    3. The violation or work being performed alters a watercourse; or
    4. The work being performed requires a development permit or certification and the work is being performed without a required development permit or certification.
  - b. The stop work order shall be in writing and shall state what work is to be stopped and what measures are required to abate the violation. The order shall include a statement of the findings made by the floodplains manager and shall list the conditions under which work that has been stopped by the order may be resumed. The delivery of equipment and materials, which does not contribute to the



- violation, may continue while the stop work order is in effect. A copy of this section may be attached to the stop work order.
- c. The stop work order shall be served on the person responsible for the work by a person duly authorized by law to serve process. The person duly authorized by law to serve process shall also post a copy of the stop work order in a conspicuous place at the site of the work. The floodplains manager may also deliver a copy of the stop work order to any person that the floodplains manager has reason to believe may be responsible for the violation.
  - d. The directives of a stop work order become effective upon service of the order. Thereafter, any person notified of the stop work order who violates any of the directives set out in the stop work order may be assessed a penalty as provided in section 16-38. A stop work order issued pursuant to this section may remain in force until all non-compliant issues are rectified in the sole discretion of the floodplains manager.
  - e. The floodplains manager shall monitor compliance with the stop work order. The floodplains manager shall rescind the stop work order, in writing, if all the violations for which the stop work order is issued are corrected, no other violations have occurred, and all measures necessary to abate the violations have been taken. The floodplains manager shall rescind a stop work order that is issued in error.
- (3) Revocation of permits: The floodplains manager may revoke and require the return of the development permit by notifying the permit holder in writing, stating the reason for the revocation. Permits shall be revoked for departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of state or local laws; or for false statements or misrepresentations made in securing the permit. Any permit issued in error in violation of an applicable State or local law may also be revoked.
- (4) Periodic inspections: The floodplains manager, and each member of the floodplains manager's inspections department, has the authority, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.
- (5) Initial notice of violation: When the floodplains manager finds violations of applicable laws, the floodplains manager has the authority to notify the owner of the property of the violation. The owner shall take necessary actions to immediately correct each of the violations in accordance with this article.
- (6) Actions in event of failure to take corrective action: If prompt action is not taken to correct the violation, the floodplains manager shall give the owner(s) of the property written notice, by certified or registered mail, to the last known address of the owner(s), or by personal service, that:
- a. The building or property is in violation of this article, and
  - b. A hearing will be held before the floodplains manager at a designated place and time, not later than ten days after the date of the notice, at which time the owner(s) shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter.

- (7) Order to take corrective action: If, upon a hearing held pursuant to the notice prescribed above, the floodplains manager finds that the property is in violation of this article, the floodplains manager shall make an order in writing to the owner(s), requiring that the owner(s) remedy the violation within such period the floodplains manager may prescribe, not less than 60 days. If the floodplains manager finds that there is imminent danger to life or other property, the floodplains manager may order that corrective action be taken in such lesser period as may be feasible.
- (8) Appeal: Any person who has received an order to take corrective action and/or stop work order may appeal the order to the board of zoning appeals by giving notice of appeal in writing to the floodplains manager within ten days following issuance of the final order. In the absence of an appeal, the order of the floodplains manager shall be final, or in the case of stop work orders, the stop work order will stand as issued. The board of zoning appeals shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.
- (9) Failure to comply with order: If the owner(s) fail to comply with an order to take corrective action or stop work order from which no appeal has been taken, or if the owner(s) fail to comply with an order of the board of zoning appeals following an appeal, the owner(s) shall be guilty of a misdemeanor and shall be punished in the discretion of the court. Each such person, firm, corporation or agent shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any of the provisions of this article is committed, or continued.
- (10) Denial of flood insurance under the NFIP: If a property is declared in violation of this article and the violation is not remedied, the floodplains manager shall notify DHS-FEMA to initiate an action against property under section 1316 of the National Flood Insurance Act of 1968. Once a violation has been remedied the floodplains manager shall notify DHS-FEMA of the remedy and ask that the action under section 1316 be rescinded.
- (11) The following documents are incorporated by reference and may be used by the local floodplain manager to provide further guidance and interpretation of this ordinance as found on FEMA's website at [www.fema.gov](http://www.fema.gov):
- a. FEMA 55 Coastal Construction Manual;
  - b. All FEMA Technical Bulletins;
  - c. All FEMA Floodplain Management Bulletins;
  - d. FEMA 348 Protecting Building Utilities from Flood Damage; and
  - e. FEMA 499 Home Builder's Guide to Coastal Construction Technical Fact Sheets.

Secs. 16-86—16-120. - Reserved.

### DIVISION 3. - FLOOD HAZARD REDUCTION

Sec. 16-121. - General standards.

Where alternative locations exist, development may not occur in the special flood hazard areas due to the inherent hazards and risks involved. Before a permit is issued, the applicant shall demonstrate that new structures cannot be located out of the special flood hazard areas and that encroachments onto the special flood hazard areas are minimized. In all special flood hazard areas the following provisions are required:

- (1) Reasonably Safe from Flooding. Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding.
- (2) Anchoring. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.
- (3) Flood resistant materials and equipment. All new construction and substantial improvements shall be constructed with flood-resistant materials and utility equipment resistant to flood damage.
- (3) Minimize flood damage. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (5) Utilities. Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork), and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding, and at a minimum of three feet above BFE. This requirement does not preclude the installation of carbon faucets for shower heads, sinks, hoses, and similar equipment, as long as cut-off and backflow devices are installed to prevent contamination to the service components and thereby minimize any flood damages to the building to a flood plus two (2) feet.
- (6) Water supply systems. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (7) Sanitary sewage systems. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (8) Gas or liquid storage tanks. All gas or liquid storage tanks, either located above ground or buried, shall be anchored to prevent flotation or lateral movement resulting from hydrodynamic and hydrostatic loads.
- (9) Alteration, repair, reconstruction, or improvements. Any alteration, repair, reconstruction, or improvement to a structure must be in compliance with the provisions of this article, and shall meet the requirements of new construction as contained in this article. This includes post-FIRM development and structures. Alterations, repairs, reconstruction, or improvements shall not alter the flood carrying capacity within the altered or relocated portion of any watercourses.
- (10) Nonconforming buildings or uses. Nonconforming buildings or uses may not be enlarged, replaced, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this article. Provided, however, nothing in this article shall prevent the repair, reconstruction, or replacement of an existing building or

structure located totally or partially within the special flood hazard area, provided that the bulk of the building or structure below BFE is not increased and provided that such repair, reconstruction, or replacement meets all of the other requirements of this article.

- (11) Accessibility. A building must meet the specific standards for construction outlined in section 16-122, as well as any applicable accessibility requirements promulgated by the state building codes council. The accessibility requirements are not justification for issuing a variance or otherwise waiving these requirements. The cost of improvements required to meet the accessibility provisions shall also be included in the costs of the improvements for calculating substantial improvement.

#### Sec. 16-122. - Specific standards.

In all special flood hazard areas that are designated as Zones A, AE, AH, AO, and A1-30, where base flood elevation data has been provided, as set forth in section 16-32 or outlined in the duties and responsibilities of the floodplains manager section 16-83, the following provisions are required:

- (1) Residential construction. New construction or substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor elevated no lower than three feet above the base flood elevation. No basements are permitted. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the elevated buildings requirements in subsection 16-122(5).
- (2) Nonresidential construction. New construction or substantial improvement of any commercial, industrial, or non-residential structure (including manufactured homes) shall have the lowest floor elevated no lower than three feet above the level of the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the elevated buildings requirements in subsection 16-122(5). No basements are permitted. Structures located in special flood hazard areas that are designated as either Zone A or Zone AE may be floodproofed in lieu of elevation provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, using structural components capable of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A state-registered, professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certifications shall be provided to the floodplains manager as set forth in the floodproofing certification requirements in section 16-83. A variance may be considered for wet floodproofing agricultural structures in accordance with the criteria outlined in section 16-165 of this article. Agricultural structures not meeting the criteria of section 16-165 must meet the non-residential construction standards and all other applicable provisions of this article. Structures that are floodproofed are required to have an approved maintenance plan with an annual exercise. The maintenance plan must be approved by the floodplains manager, and notification of the annual exercise shall be provided to the same.
- (3) Critical facilities.

- a. Existing critical facilities in the special flood hazard area that are substantially damaged or substantially improved as well as new and substantially improved critical facility structures shall be elevated or floodproofed in accordance with this article.
  - b. New critical facilities shall not be permitted in the special flood hazard area.
- (4) Manufactured homes.
- a. Conditions requiring placement of manufactured home on permanent foundation. Manufactured homes that are placed or substantially improved on sites outside a manufactured home park or subdivision, in a new manufactured home park or subdivision, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as the result of a flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated no lower than three feet above the base flood elevation and securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
  - b. Conditions permitting placement of manufactured home on permanent foundation. Manufactured homes that are to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are not subject to the provisions for residential construction in subsection 16-122(1) of this article must be elevated so that the lowest floor of the manufactured home is elevated no lower than three feet above the base flood elevation, and securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement.
  - c. Anchoring. Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. For the purpose of this requirement, manufactured homes must be anchored to resist flotation, collapse, or lateral movement in accordance with section 19-425.42 of the South Carolina Manufactured Housing Board Regulations, as amended. Additionally, when the elevation requirement would be met by an elevation of the chassis at least 36 inches or less above the grade at the site, the chassis shall be supported by reinforced piers or other foundation elements of at least equivalent strength. When the elevation of the chassis is above 36 inches in height, an engineering certification is required.
  - d. Evacuation plan. An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood-prone areas. This plan shall be filed with and approved by the floodplains manager and the Oconee County Emergency Services Department.
- (5) Elevated buildings. New construction or substantial improvements of elevated buildings that include fully enclosed areas usable solely for the parking of vehicles, building access, or limited storage in an area other than a basement, and which are subject to flooding shall be designed to preclude finished space and to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.

- a. Certification or minimum criteria. Designs for complying with this requirement must either be certified by a state professional engineer or architect or meet the following minimum criteria:
    1. Provide a minimum of two openings on different walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding.
    2. The bottom of all openings shall be no higher than one foot above grade.
    3. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions; and,
    4. Fill placed around foundation walls must be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building.
    5. Only the portions of openings that are below the base flood elevation (BFE) can be counted towards the required net open area.
  - b. Hazardous velocities. Hydrodynamic pressure must be considered in the design of any foundation system where velocity waters or the potential for debris flow exists. If flood velocities are excessive (greater than five feet per second), foundation systems other than solid foundations walls should be considered so that obstructions to damaging flood flows are minimized.
  - c. Enclosures below BFE.
    1. Access to the enclosed area. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door), limited storage of maintenance equipment used in connection with the premises (standard exterior door), or entry to the living area (stairway or elevator).
    2. Requirements for the interior portion of the enclosed area. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms, except to enclose a single storage area and must be void of utilities except for essential lighting as required, and cannot be temperature controlled. One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest floor elevation specified in the specific standards outlined in subsection 16-122(1), (2) and (4).
    3. Flood-resistant construction materials. All construction materials below the required lowest floor elevation specified in the specific standards outlined in subsection 16-122(1), (2) and (4) should be of flood resistant materials.
- (6) Accessory structures.
- a. A detached accessory structure or garage, greater than 400 square feet must comply with the elevated structure requirements of subsection 16-122(5) or floodproofed in accordance with subsections 16-122(2).
  - b. When an accessory structure less than 400 square feet is to be placed in the special flood hazard area, the following additional criteria shall be met:

1. Accessory structures shall not be used for human habitation (including work, sleeping, living, cooking or restroom areas),
  2. Accessory structures shall be designed to have low flood damage potential,
  3. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters,
  4. Accessory structures shall be firmly anchored to prevent flotation, collapse or lateral movement of the structure,
  5. Service facilities such as electrical and heating equipment shall be installed in accordance with section 16-121; and
  6. Openings to relieve hydrostatic pressure during a flood shall be provided below BFE in conformance with subsection 16-122(5)a.
  7. Accessory structures shall be built with flood resistance materials in accordance with Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, dated 8/08, and available from the Federal Emergency Management Agency. Class 4 and 5 materials, referenced herein, are acceptable flood-resistant materials.
- (7) Floodways. Floodways have erosion potential and are extremely hazardous areas due to the velocity of floodwaters carrying debris and potential projectiles. The following provisions shall apply to floodways:
- a. No encroachments, including fill, new construction, substantial improvements, additions, and other developments, shall be permitted in a floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood. Such certification and technical data shall be presented to the floodplains manager; OR,  
  
A Conditional Letter of Map revision (CLOMR) has been approved by FEMA. A Letter of Map Revision must be obtained upon completion of the proposed development,
  - b. If subsection 16-122(7)a is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of division 3.
  - c. No manufactured homes shall be permitted, except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and the elevation standards of subsection 16-122(4) are met.
  - d. Permissible uses within a floodway may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Lawns, gardens, play areas, picnic grounds, and hiking and horseback riding trails are acceptable uses, provided that

they do not employ structures or fill. Substantial development of a permissible use may require a no-impact certification. A use listed in this division is permissible only if the use causes no adverse effect on the floodway, any increase in the BFE, or any change to the floodway configuration.

(8) Recreational vehicles.

- a. A recreational vehicle is ready for highway use if it:
  1. Is on wheels or a jacking system;
  2. Is attached to the site only by quick-disconnect type utilities and security devices; and,
  3. Has no permanently attached additions.
- b. Recreational vehicles placed on sites shall either:
  1. Be on site for fewer than 180 consecutive days and fully licensed and ready for highway use, or
  2. Meet the development permit and certification requirements of section 16-82, general standards outlined in section 16-121, and manufacture homes standards in subsection 16-122(4).

~~(9) Map Maintenance Activities. The National Flood Insurance Program (NFIP) requires flood data to be reviewed and approved by FEMA. This ensures that flood maps, studies and other data identified in Article 3-D accurately represent flooding conditions in appropriate floodplain management criteria are based on current data. The following map maintenance activities are identified:~~

~~a. Requirement to Submit New Technical Data:~~

- ~~1. For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical or scientific data reflecting such changes be submitted to FEMA as soon as practicable, but no later than six months of the date such information becomes available. These development proposals include, but not limited to:~~

- ~~a) Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;~~
- ~~b) Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;~~
- ~~c) Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and~~
- ~~d) Subdivision or large scale development proposals requiring the establishment of base flood elevations in accordance with Article IV.C.1.~~

- ~~2. It is the responsibility of the applicant to have technical data, required in accordance with Article IV.B.7, prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall also be the responsibility of the applicant.~~



- 2. The local floodplain manager shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:
  - a) Proposed roadway encroachments that increase the base flood elevation; and
  - b) Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no roadway.
- 3. Floodplain development permits issued by the local floodplain manager shall be conditional upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to Article IV-B.7.

(9) Right to Submit New Technical Data. The floodplain manager may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the local jurisdiction and may be submitted at any time.

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(10) Swimming pool utility and/or equipment structures. If a swimming pool utility and/or equipment structure cannot be built at or above the BFE because of functionality of the equipment, then such structure may be built below the BFE with the following provisions:

- a. The structure must meet the requirements for accessory structures in subsection 16-122(6)(b)(e).
- b. The utilities and/or equipment must be anchored to prevent flotation, and the structure shall be designed to prevent water from entering or accumulating within the components during a flood.
- c. A variance may be granted to allow wet floodproofing of the structure.

(11)

(11) Elevators. A float switch system, or other similar system that provides the same level of safety, shall be installed for all elevators where there is a potential for the elevator cab to descend below the BFE during a flood per DHS-FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas. All equipment that may have to be installed below the BFE such as counterweight roller guides, compensation cable and pulleys, and oil buffers for traction elevators and the jack assembly for a hydraulic elevator must be constructed using flood-resistant materials where possible per DHS-FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas.

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- (12.1) Fill. An applicant shall demonstrate that fill is the only alternative to raising the building to meet the residential and non-residential construction requirements of subsections 16-122(1) and (2), and that the amount of fill used will not affect the flood storage capacity or adversely affect adjacent properties. The following provisions shall apply to all fill placed in the special flood hazard area:
- a. Fill may not be placed in the floodway unless it is in accordance with the requirements in subsection 16-122(7)a.
  - b. Fill may not be placed in wetlands without the required state and federal permits.
  - c. Fill must consist of soil and rock materials only. Dredged material may be used as fill only upon certification of suitability by a state-registered professional geotechnical engineer. Landfills, rubble fills, dumps, and sanitary fills are not permitted in the special flood hazard area.
  - d. Fill used to support structures must comply with ASTM Standard D-698, as amended, and its suitability to support structures certified by a state-registered, professional engineer.
  - e. Fill slopes shall be no greater than two horizontal to one vertical. Flatter slopes may be required where velocities may result in erosion; and,
  - f. No encroachment, including fill, shall be permitted within an special flood hazard area, unless certification with supporting technical data, prepared by a state-registered engineer, is provided to demonstrate that the encroachment will not result in adverse impact to the special flood hazard area. Adverse impact includes, but is not limited to, an increase in BFE, floodway elevation and floodway width. The demonstration shall include hydrologic and hydraulic analyses performed in accordance with standard engineering practice that meets the requirements of the NFIP. Compensatory storage at hydraulically equivalent sites within the proposed project area may be used as part of the required demonstration, with prior approval of the floodplains manager. If the encroachment results in adverse impact to the special flood hazard area, the applicant shall submit to DHS-FEMA a CLOMR or other appropriate map change application. Within 30 calendar days of completion of construction activities, the applicant shall apply to DHS-FEMA for a LOMR. The development permit will not be issued until DHS-FEMA has issued the CLOMR. The applicant is responsible for all technical submissions and fees required to obtain the CLOMR/LOMR.
  - g. The use of fill shall not increase flooding or cause drainage problems on neighboring properties.
  - h. Will meet the requirements of FEMA Technical Bulletin 10-01, *Ensuring That Structures Built On Fill in or Near Special Flood Hazard Areas Are Reasonably Safe from Flooding*.
- (12.2) Drainage paths in Zones AH and AO. In all special flood hazard areas that are designated as Zones AH and AO, drainage paths shall be constructed around structures on slopes to guide floodwaters around and away from proposed structures.

Sec. 16-123. - Standards for streams without established base flood elevations and/or floodways.

Located within the special flood hazard areas that are designated as Zone A, are small streams where no base flood data has been provided or where no floodways have been identified. The following provisions apply within such areas:

- (1) No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within 100 feet of the stream bank unless certification with supporting technical data by a state-registered, professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (2) If subsection 16-123(1) is satisfied and base flood elevation data is available from other sources, all new construction and substantial improvements within such areas shall comply with all applicable provisions of Division 3 and shall be elevated or floodproofed in accordance with elevations established in accordance with subsection 16-83(9).

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Sec. 16-124. - Standards for Streams with Established Base Flood Elevations but without Floodways - Along rivers and streams where Base Flood Elevation (BFE) data is provided but no floodway is identified for a Special Flood Hazard Area on the FIRM or in the FIS.

No encroachments including fill, new construction, substantial improvements, or other development shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

Sec. 16-125. - Standards for subdivision proposals.

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage and are subject to all applicable standards in this article.
- (2) All subdivision proposals shall have public utilities and facilities, such as sewer, gas, electrical and water systems, located and constructed to minimize flood infiltration damage.
- (3) All subdivision proposals shall provide for adequate drainage provided to reduce exposure to flood damage.
- (4) Base flood elevation data shall be provided for subdivision proposals and other proposed development.
  - a. The base flood elevation data shall be obtained in accordance with section 16-32, or
  - b. In all special flood hazard areas where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less. *If a lot in a special flood hazard area is identified as an area of special concern and is deemed to*

~~such, then a hydrologic and hydraulic engineering analysis that generates base flood elevations for the subdivision proposal will not be required.~~

- (5) All building lots containing special flood hazard areas or immediately adjacent to these areas shall have the proposed lowest floor elevation for each structure, in accordance with subsection 16-122(1), noted on the preliminary and final plat drawings.

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Sec. 16-126. - Standards for areas of shallow flooding (AO Zones).

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Located within the special flood hazard areas established in section 16-32 are areas designated as shallow flooding. The following provisions shall apply within such areas:

- (1) All new construction and substantial improvements of residential structures shall have the lowest floor elevated to the depth number specified on the flood insurance rate map, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor shall be elevated at least three feet above the highest adjacent grade.
- (2) All new construction and substantial improvements of nonresidential structures shall:
  - a. Have the lowest floor elevated to the depth number specified on the FIRM, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor shall be elevated at least three feet above the highest adjacent grade; or,
  - b. Be completely floodproofed together with attendant utilities or sanitary sewage systems to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

Secs. 16-127 — 16-160. - Reserved.

DIVISION 4. - VARIANCE PROCEDURES

Sec. 16-161. - Appeal board.

The Board of Zoning Appeals of Oconee County, as established by Oconee County in ch. 38, art. 6 of this Code of Ordinances, shall hear and decide requests for variances from the requirements of this article. The application for a variance shall be filed on a form obtained from the floodplains manager.

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Sec. 16-162. - Limitation on authority.

An application for variance shall be based on a claim that the true intent of this article, or the rules legally adopted thereunder, have been incorrectly interpreted; the provisions of this article do not fully apply; or an equally good or better form of construction is proposed.

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Sec. 16-163. - Right to appeal.

Any person aggrieved by the decision of the appeal board or any taxpayer may appeal such decision to the circuit court within 30 days.

Sec. 16-164. - Historic structures.

Variations may be issued for the repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

Sec. 16-165. - Agricultural structures.

Variations may be issued to wet floodproof an agricultural structure in accordance with Technical Bulletin 7-93, Wet Floodproofing Requirements for Structures Located in Special Flood Hazard Areas in Accordance with the National Flood Insurance Program, document number FIA-TB-7, dated 12/93, and available from DHS-FEMA. In order to minimize flood damages during the base flood and the threat to public health and safety, the structure must meet all of the conditions and considerations of section 16-169, this section, and the following standards:

- (1) Use of the structure must be limited to agricultural purposes as listed below:
  - a. Pole frame buildings with open or closed sides used exclusively for the storage of farm machinery and equipment,
  - b. Steel grain bins and steel frame cornercubs
  - c. Irrigation sheds in connection with agricultural uses only, which are no greater than 200 square feet in area,
  - d. General-purpose barns for the temporary feeding of livestock that are open on at least one side;
  - e. For livestock confinement buildings, poultry houses, dairy operations, and similar livestock operations, variations may not be issued for substantially damaged structures. New construction or substantial improvement of such structures must meet the elevation requirements of subsection 16-122(2) of this article; and,  
~~f. Detached garages and storage sheds solely used for parking and limited storage in connection with agricultural uses only, which are no greater than 400 square feet in area.~~
- (2) In the case of a substantially damaged existing structure, the agricultural structure must be built or rebuilt with flood-resistant materials for the exterior and interior building components and elements below the base flood elevation.
- (3) The agricultural structure must be adequately anchored to prevent flotation, collapse, or lateral movement. All of the structure's components must be capable of resisting specific flood-related forces including buoyancy, hydrostatic, hydrodynamic, and debris impact forces. Where flood velocities exceed five feet per second, fast-flowing floodwaters can exert considerable pressure on the building's enclosure walls or foundation walls.

- (4) The agricultural structure must meet the venting requirement of subsection 16-122(5) of this article.
- (5) Any mechanical, electrical, or other utility equipment must be located above the base flood elevation or contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with section 16-121 of this article.
- (6) The agricultural structure must comply with the floodway encroachment provisions of subsection 16-122(7).
- (7) Major equipment, machinery, or other contents must be protected. Such protection may include protective watertight floodproofed areas within the building, the use of equipment hoists for readily elevating contents, permanently elevating contents on pedestals or shelves above the base flood elevation, or determining that property owners can safely remove contents without risk to lives and that the contents will be located to a specified site out of the special flood hazard area.
- (8) The agricultural structure must be located in wide, expansive special flood hazard areas, where no other alternative location for the agricultural structure exists. The applicant must demonstrate that the entire farm acreage, consisting of a contiguous parcel of land on which the structure is to be located, is in the special flood hazard area and no other alternative locations for the structure are available.

#### Sec. 16-166. - Considerations.

In passing upon such applications, the board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this article, and:

- (1) The danger that materials may be swept onto other lands to the injury of others;
- (2) The danger to life and property due to flooding or erosion damage, and the safety of access to the property in times of flood for ordinary and emergency vehicles;
- (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- (4) The importance of the services provided by the proposed facility to the community;
- (5) The necessity to the facility of a waterfront location, where applicable;
- (6) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
- (7) The compatibility of the proposed use with existing and anticipated development, and the relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- (8) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
- (9) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.

Sec. 16-167. - Findings.

Findings listed above shall be submitted to the appeal board, in writing, and included in the application for a variance. Additionally, comments from the Department of Natural Resources, Land, Water and Conservation Division, State Coordinator's Office, must be taken into account and included in the permit file.

Sec. 16-168. - Variances in floodways.

Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result unless a CLOMR is obtained prior to issuance of the variance. In order to insure the project is built in compliance with the CLOMR for which the variance is granted the applicant must provide a bond for 100 percent of the cost to perform the development.

Sec. 16-169. - Conditions.

Upon consideration of the factors listed above and the purposes of this article, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this article. The following conditions shall apply to all variances:

- (1) Variances may not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances.
- (2) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (3) Variances shall only be issued upon a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship, and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (4) The appeal board may consider the possible impacts on flood insurance premiums and the size of the lot in question.
- (5) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the BFE and the elevation to which the structure is to be built and a written statement that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. Such notification shall be maintained with a record of all variance actions.
- (6) Upon request, the floodplains manager shall maintain the records of all appeal actions and report any variances to DHS-FEMA.
- (7) Variances shall not be issued for unpermitted development or other development that is not in compliance with the provisions of this article. Violations must be corrected in accordance with section 16-85.

## EXHIBIT A

### ARTICLE I. IN GENERAL

#### Sec. 16-1. - Authority.

The General Assembly of the State of South Carolina has in S.C. Code 1976 Title 4, Chapter 9 and in Title 6, Chapter 29, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore the provisions of this article are adopted under authority set forth in S.C. Code 1976 Title 4, Chapter 9 and in Title 6, Chapter 29.

#### Sec. 16-2. - Purpose and Objectives.

It is the purpose of this ordinance to protect human life and health, minimize property damage, and encourage appropriate construction practices to minimize public and private losses due to flood conditions by requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction. Uses of the floodplain which are dangerous to health, safety, and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion are restricted or prohibited. These provisions attempt to control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters, and control filling, grading, dredging, and other development which may increase flood damage or erosion. Additionally, the ordinance prevents or regulates the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

The objectives of this ordinance are to protect human life and health, to help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize flood blight areas, and to insure that potential home buyers are notified that property is in a flood area. The provisions of the ordinance are intended to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets and bridges located in the floodplain, and prolonged business interruptions. Also, an important floodplain management objective of this ordinance is to minimize expenditure of public money for costly flood control projects and rescue and relief efforts associated with flooding.

Floodplains are an important asset to the community. They perform vital natural functions such as temporary storage of floodwaters, moderation of peak flood flows, maintenance of water quality, groundwater recharge, prevention of erosion, habitat for diverse natural wildlife populations, recreational opportunities, and aesthetic quality. These functions are best served if floodplains are kept in their natural state. Wherever possible, the natural characteristics of floodplains and their associated wetlands and water bodies should be preserved and enhanced. Decisions to alter floodplains, especially floodways and stream channels, should be the result of careful planning processes that evaluate resource conditions and human needs.

#### Secs. 16-3 —16-30. - Reserved.



## ARTICLE II. FLOOD DAMAGE PREVENTION

### DIVISION 1. - GENERALLY

#### Sec. 16-31. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Accessory structure* means a structure located on the same parcel of property as the principal structure, and the use of which is incidental to the use of the principal structure.

*Addition* (to an existing building or structure) means an extension or increase in the floor area or height of a building or structure. Additions to existing buildings shall comply with the requirements for new construction regardless as to whether the addition is a substantial improvement or not. Where a firewall or load-bearing wall is provided between the addition and the existing building, the addition(s) shall be considered a separate building and must comply with the standards for new construction.

*Agricultural structure* means a structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Agricultural structures are not exempt from the provisions of this article.

*Appeal* means a request for a review of the floodplain manager's interpretation of any provision of this article.

*Area of shallow flooding* means a designated AO Zone on a flood insurance rate map (FIRM) with base flood depths of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

*Base flood* means the flood having a one percent chance of being equaled or exceeded in any given year.

*Base flood elevation (BFE)* means the height of the base flood, usually in feet, in relation to the specified geodetic vertical datum.

*Basement* means any enclosed area of a building that is below grade on all sides.

*Building* means any structure built for support, shelter, or enclosure for any occupancy or storage.

*CLOMR* means conditional letter of map revision.

*CLOMA* means conditional letter of map amendment.

*Critical facility* means those functions, structures, or buildings used for essential services for the public good, health, and welfare of the essential daily operations and delivery of services to the citizens of the county, such as, but not limited to, waste water treatment facilities, potable

water distribution facilities, power generation facilities, telecommunication centers, schools, hospitals, fire departments, law enforcement facilities, emergency medical service facilities, governmental offices, care centers, disaster shelter facilities, and the like.

*DHS-FEMA* means Department of Homeland Security-Federal Emergency Management Agency.

*Development* means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

*Elevated building* means a non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns, piers, or shear walls parallel to the flow of water.

*Existing construction* means, for the purposes of determining rates, structures for which the start of construction commenced before September 1, 1987.

*Existing manufactured home park or manufactured home subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before September 1, 1987.

*Expansion to an existing manufactured home park or subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs).

*Flood* means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters; or
- (2) The unusual and rapid accumulation of runoff or surface waters from any source.

*Flood hazard boundary map (FHBM)* means an official map issued by DHS-FEMA, NFIP on which the boundaries of the special flood hazard areas have been defined.

*Flood insurance rate map (FIRM)* means an official map of the county on which DHS-FEMA, NFIP has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

*Flood insurance study* means the official report containing the examination, evaluation, and determination of flood hazard areas provided by the DHS-FEMA, NFIP. The report contains flood profiles, as well as the flood hazard boundary map and flood risk data for various areas of the county and the water surface elevation of the base flood.

*Floodplain or flood-prone area* means any land area susceptible to being inundated by water from any source (see definition of "flood").

*Floodproofing* means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

*Flood-resistant material* means any building material capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumber are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Class 4 and 5 materials, referenced in the Technical Bulletin 2-93, Flood-Resistant Materials for Buildings Located in Special Flood Hazard Areas in Accordance with the National Flood Insurance Program, document number FIA-TB-2, dated 4/93, and available from the Federal Emergency Management Agency are acceptable flood-resistant materials.

*Floodway* means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

*Freeboard* means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

*Highest adjacent grade* means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of the structure.

*Historic structure* means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of the Interior (DOI)) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places;
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified:
  - a. By an approved State program as determined by the Secretary of Interior, or
  - b. Directly by the Secretary of Interior in states without approved programs.

Some structures or districts listed on the state or local inventories may not be historic as cited above, but have been included on the inventories because it was believed that the structures or districts have the potential for meeting the historic structure criteria of the DOI. In order for these structures to meet NFIP historic structure criteria, it must be demonstrated and evidenced that the South Carolina Department of Archives and History has individually determined that the structure or district meets DOI historic structure criteria.

*Increased cost of compliance* applies to all new and renewed flood insurance policies effective on and after June 1, 1997. The NFIP shall enable the purchase of insurance to cover the cost of compliance with land use and control measures established under Section 1361. It provides coverage for the payment of a claim to help pay for the cost to comply with State or community floodplain management laws or ordinances after a flood event in which a building has been declared substantially or repetitively damaged.

*Limited storage* means an area used for storage and intended to be limited to incidental items that can withstand exposure to the elements and have low flood damage potential. Such an area must be of flood resistant or breakaway material, void of utilities except for essential lighting and cannot be temperature controlled.

*LOMA* means letter of map amendment.

*LOMR* means letter of map revision.

*Lowest adjacent grade (LAG)* means an elevation of the lowest ground surface that touches any of the exterior walls of a building or proposed building walls.

*Lowest floor* means the lowest floor of the lowest enclosed area. An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this article.

*Manufactured home* means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a recreational vehicle.

*Manufactured home park or subdivision* means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

*Mean sea level* means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the special flood hazard area.

*National Geodetic Vertical Datum (NGVD)*, as corrected in 1929, means the elevation reference points set by National Geodetic Survey based on mean sea level. New construction means structure for which the start of construction commenced after September 1, 1987. The term also includes any subsequent improvements to such structure.

*New manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs) is completed on or after September 1, 1987.

*NFIP* means National Flood Insurance Program.

*North American Vertical Datum (NAVD)* means the datum point established at Pointe-au-Père on the St. Lawrence River, Quebec Province, Canada, based on the mass or density of the earth. The datum listed as the reference datum on flood insurance rate maps should be used for elevation certificate and floodproofing certificate completion.

*Recreational vehicle* means a vehicle which is:

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a car or light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling, but as a temporary living quarters for recreational, camping, travel, or seasonal use.

*Repetitive loss structure* means a structure covered by a contract of flood insurance that has incurred flood-related damages on two occasions during a ten year period ending on the date of the event for which a second claim is made, in which the cost to repair the flood damage, on average, equaled or exceeded twenty-five percent of the market value of the building at the time of such flood event.

*Section 1316* means, for the purposes of this chapter, Section 1316 of the National Flood Insurance Act of 1968, wherein standards are established providing that no new flood insurance shall be provided for any property found by the Federal Emergency Management Agency to have been declared by a state or local authority to be in violation of state or local ordinances.

*Special flood hazard area* means an area delineated on a flood insurance rate map as being subject to inundation by the base flood and designated as Zone A, AE, A1-30, AR, AO, and AH.

*Start of construction* includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

*Structure* means a walled and roofed building, a manufactured home, including a gas or liquid storage tank that is principally above ground.

*Subdivision* means the division of a tract, lot or parcel of land into two or more lots, plats, sites or other divisions of land.

*Substantial damage* means damage of any origin, sustained by a structure after September 1, 1987, whereby the cost of restoring the structure to its before-damaged condition would be equal to or exceed 50 percent of the market value of the structure before the damage occurred. Such repairs may be undertaken successively and their costs counted cumulatively. Please refer to the definition of "substantial improvement."

*Substantial improvement* means any repair, reconstruction, rehabilitation, addition, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value

of the structure before the start of the construction of the improvement. This term includes structures that have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

- (1) Any project of improvement to a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions (does not include American with Disabilities Act compliance standards); or,
- (2) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

Permits shall be cumulative for a period of five years. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

*Substantially improved existing manufactured home park or subdivision* means where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction, or improvement commenced.

*Variance* means the grant of relief from a term or terms of this article.

*Violation* means the failure of a structure or other development to be fully compliant with this article.

Sec. 16-32. - Lands to which this article applies.

This article shall apply to all parcels of land that lie either wholly or partially within, or immediately adjacent to, special flood hazard areas that are within the jurisdiction of the unincorporated areas of the county. These special flood hazard areas are identified by the Department of Homeland Security-FEMA, National Flood Insurance Program (DHS-FEMA, NFIP), in its flood insurance study, dated December 21, 2017 with accompanying maps and other supporting data, which are hereby adopted by reference and declared to be a part of this article. Further, this article shall apply to any special flood hazard areas established and accepted by the county that utilize DHS-FEMA, NFIP detailed flood study standards, or better.

Upon annexation any special flood hazard areas identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study for the unincorporated areas of Oconee County, with accompanying map and other data are adopted by reference and declared part of this ordinance.

Sec. 16-33. - Adoption of letters of map revisions and letters of map amendments.

All LOMRs and LOMAs issued by DHS-FEMA for the unincorporated areas of the county are hereby adopted by this reference.

Sec. 16-34. - Establishment of development permit.

Prior to the commencement of any development activities in the special flood hazard areas, a development permit shall be required in accordance with the provisions of this article.

Sec. 16-35. - Compliance.

No structure shall hereafter be located, extended, converted, or structurally altered, or land developed, without full compliance with the terms of this article and other applicable regulations. Nothing in this article shall be construed to apply to parcels of land that do not lie either wholly or partially within, or immediately adjacent to, special flood hazard areas within the jurisdiction of the unincorporated areas of the county.

Sec. 16-36. - Interpretation.

In the interpretation and application of this article, all provisions shall be considered as minimum requirements, liberally construed in favor of the governing body, and deemed neither to limit nor repeal any other powers granted under state law. This article is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this article and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 16-37. - Partial Invalidity and Severability.

If any part of this Ordinance is declared invalid, the remainder of the Ordinance shall not be affected and shall remain in force.

Sec. 16-38. - Penalties for violation.

In addition to any specific penalties as set forth herein, violation of the provisions of this article or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person, firm, corporation, or agent who violates this article or fails to comply with any of its requirements shall, upon conviction thereof, be fined within the jurisdictional limits of magistrate's court or imprisoned for not more than 30 days, or both. Each such person, firm, corporation or agent shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any of the provisions of this article is committed or continued. Nothing herein contained shall prevent the county from taking such other lawful action, including an action for injunctive relief, as is necessary to prevent or remedy any violation.

Sec. 16-39. - Effect upon outstanding development permits.

Nothing herein contained shall require any change in the plans, construction, size, or designated use of any building, structure or part thereof for which a development permit has been granted by the county before the time of the enactment of this article.

Sec. 16-40. - Warning and disclaimer of liability.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside the special flood hazard areas or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the county, or by any officer or employee thereof, for any flood damages that result from reliance on this article, or any administrative decision lawfully made hereunder.

Sec. 16-41. - Effect on rights and liabilities under the existing flood damage prevention ordinance.

This article in part comes forward by reenactment of some of the provisions of the flood damage prevention ordinance enacted August 18, 1987, as amended. It is not the intention to repeal but rather to reenact and continue to enforce without interruption such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this article shall not affect any action, suit or proceeding instituted or pending that has been brought by the county. All provisions of the flood damage prevention ordinance of Oconee County enacted on August 18, 1987, as amended, which are not reenacted herein, are repealed.

Secs. 16-42—16-80. - Reserved.

## DIVISION 2. - ADMINISTRATION

Sec. 16-81. - Designation of floodplains manager.

The County Administrator or his designee shall serve as the floodplains manager.

Sec. 16-82. - Development permit and certification requirements.

Development permits shall be required for all development, including the placement of manufactured homes, so that the county may determine whether or not such construction or other development is proposed in the special flood hazard area. Prior to any development activities, application for a development permit shall be made to the floodplains manager on forms furnished by the local floodplains manager. The development permit may include, but not be limited to, plans in duplicate, drawn to scale, showing: the nature, location, dimensions, and elevations of the area in question; existing or proposed structures; and the location of fill materials, storage areas, and drainage facilities. Specifically, the following information is required:

- (1) A plot plan that shows the special flood hazard area contour, or a statement that the entire lot is within the special flood hazard area, must be provided by the development permit applicant when the lot is within, or appears to be within the special flood hazard area as mapped by DHS-FEMA or the special flood hazard area identified pursuant to either the duties and responsibilities of the floodplains manager of subsection 16-83(9) or the standards for subdivision proposals of section 16-125 and the standards for streams without estimated base flood elevations and/or floodways of section 16-124.



The plot plan must be prepared by or under the direct supervision of a state-registered land surveyor or professional engineer and certified by the same.

- (2) The plot plan required herein must show the floodway, if any, as identified by the DHS-FEMA, NFIP, or as identified pursuant to either the duties or responsibilities of the floodplains manager of subsection 16-83(9) or the standards for subdivision proposals of section 16-125 and the standards for streams without estimated base flood elevations and/or floodways of section 16-124.
- (3) Where base flood elevation data is provided as set forth in section 16-32 or the duties and responsibilities of the floodplains managers of subsection 16-83(9) the application for a development permit within the flood hazard area shall show:
  - a. The elevation (in relation to mean sea level) of the lowest floor of all new and substantially improved structures, and
  - b. If the structure will be floodproofed in accordance with the nonresidential construction requirements of subsection 16-122(2) the elevation (in relation to mean sea level) to which the structure will be floodproofed.
- (4) Where base flood elevation data is not provided. In the absence of other available data from another source, and where no BFE data is provided as set forth in section 16-32, one of the following methods may be used to determine a BFE, subject to approval by the floodplains manager. For further information regarding the methods for determining BFEs listed below, refer to DHS-FEMA's manual Managing Floodplain Development in Approximate Zone A Areas.
  - a. Contour interpolation.
    1. Superimpose approximate Zone A boundaries onto a topographic map and estimate a preliminary BFE.
    2. Add one half of the contour interval of the topographic map to determine the final BFE.
  - b. Data extrapolation. A BFE can be determined if a site is located within 500 feet upstream of a stream reach for which a 100-year profile has been computed by detailed methods, and the special flood hazard area and channel bottom slope characteristics are relatively similar to the downstream reaches.
  - c. Hydrologic and hydraulic calculations. Perform hydrologic and hydraulic calculations to determine BFEs using DHS-FEMA-approved methods and software.
- (5) Alteration of watercourse. Where any watercourse will be altered or relocated as a result of proposed development, the application for a development permit shall include: A description of the extent of watercourse alteration or relocation; an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; a map showing the location of the proposed watercourse alteration or relocation; and notification of the proposal to the appropriate governmental agencies. A copy of the notification shall be maintained in the permit records and submitted to the DHS-FEMA. Prior to the commencement of any work on the alteration of a watercourse, the applicant must

procure and submit to the floodplains manager any applicable federal or state approvals or permits, including a CLOMR. Within 60 days of completion of an alteration of a watercourse, the applicant shall submit as-built certification, by a state-registered professional engineer, to the floodplains manager, DHS-FEMA, as a LOMR, and the State of South Carolina, Department of Natural Resources, Flood Mitigation Program.

- (6) When a structure is constructed or substantially improved in the special flood hazard area or, in the opinion of the floodplains manager, a flood elevation certificate is required as soon as possible after completion of the lowest floor and before any further inspections are accepted and vertical construction commences. The as-built measurement shall be made in relation to mean sea level and shall be a minimum of three (3) feet above the BFE. The certification shall be prepared, signed and sealed by a state-registered land surveyor or a state professional engineer. Any work done prior to submission of the certification shall be at the permit holder's risk. The floodplains manager shall review the floor elevation survey data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being permitted to proceed. Failure to submit the certification or failure to make the required corrections shall be cause to issue a stop-work order for the project.
- (7) If the proposed development will impact the configuration of a watercourse, floodway, or BFE for which a detailed flood insurance study has been developed, the applicant shall apply and must receive approval for a CLOMR with the DHS-FEMA, NFIP. The development permit will not be issued until DHS-FEMA has issued the CLOMR. When a CLOMR has been issued for a development the following shall apply. Within thirty calendar days of completion of construction activities, the applicant shall apply to DHS-FEMA for a LOMR. The applicant is responsible for all technical submissions and fees required to obtain the CLOMR/LOMR.
- (8) As-built certification. Upon completion of the development a state-registered professional engineer, land surveyor or architect shall certify that the development is built in accordance with the submitted plans and previous pre-development certifications.

**Sec. 16-83. - Duties and responsibilities of the floodplains manager.**

The floodplains manager shall reasonably and responsibly apply the provisions of this article. The duties and responsibilities of the floodplains manager shall include, but are not limited to, the following:

- (1) Permit application review. It is the duty and responsibility of the floodplains manager to review all development permit applications to assure that the requirements of this article have been satisfied, and the floodplains manager is authorized to determine whether sites will be reasonably safe from flooding.
- (2) Requirement of federal and/or state permits. It is the responsibility of the floodplains manager to review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by federal

or state law, including section 404 of Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

- (3) Watercourse alterations.
  - a. Prior to the issuance of the development permit to alter a watercourse, it is the responsibility of the floodplains manager to notify adjacent communities, the South Carolina Department of Natural Resources, Land Resources and Conservation Division, State Coordinator for the NFIP, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to DHS-FEMA, NFIP.
  - b. In addition to the notifications required watercourse alterations per subsection 16-83(3)a., it is the responsibility of the floodplains manager to maintain written reports of maintenance records to show that maintenance has been provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished. This maintenance must consist of a comprehensive program of periodic inspections, and routine channel clearing and dredging, or other related functions. The assurance shall consist of a description of maintenance activities, frequency of performance, and the local person responsible for maintenance performance. Records shall be kept on file for DHS-FEMA inspection.
- (4) Floodway encroachments. It is the responsibility of the floodplains manager to minimize and manage encroachments within the floodway.
- (5) Adjoining floodplains. It is the responsibility of the floodplains manager to cooperate with neighboring communities with respect to the management of adjoining floodplains and/or flood-related erosion areas in order to prevent aggravation of existing hazards.
- (6) Notifying adjacent communities. It is the responsibility of the floodplains manager to notify adjacent communities prior to permitting substantial commercial developments and large subdivisions to be undertaken in areas of special flood hazard and/or flood-related erosion hazards.
- (7) Documentation review. It is the responsibility of the floodplains manager to accept and review documentation for all structures located in the special flood hazard areas in accordance with this article.
- (8) Floodproofing certifications. When floodproofing is utilized for a particular structure, the floodplains manager is authorized to require the property owner or other responsible party provide certifications from a state-registered professional engineer or architect in accordance with the nonresidential construction requirements outlined in subsection 16-122(2).
- (9) Map interpretation. Where interpretation is needed as to the exact location of boundaries of the special flood hazard areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), it is the responsibility of the floodplains manager to make the necessary interpretation. The person contesting the location of the special flood hazard area boundary may obtain an approved LOMA

from DHS-FEMA, or he or she may appeal the interpretation as provided for in this article.

- (10) **Prevailing Authority.** Where a map boundary showing an area of special flood hazard and field elevations disagree, the base flood elevations for flood protection elevations (as found on an elevation profile, floodway data table, etc.) shall prevail. The correct information should be submitted to FEMA as per the map maintenance activity requirements outlined in section 16-84.

- (11) **Use of best available data.**

When base flood elevation data and floodway data has not been provided in accordance with Section 16-32, obtain, review, and reasonably utilize best available base flood elevation data and floodway data available from a federal, state, or other source, including data developed pursuant to the standards for subdivision proposals outlined in section 16-125, in order to administer the provisions of this article. Data from preliminary, draft, and final flood insurance studies constitutes best available data from a federal, state, or other source. Data must be developed using hydraulic models meeting the minimum requirement of NFIP approved model. If an appeal is pending on the study in accordance with 44 CFR ch. 1, parts 67.5 and 67.6, the data does not have to be used.

- b. For a project greater than five acres or more than 50 lots, a detailed study is required, using detailed methods as are acceptable by the Department of Homeland Security-FEMA, utilizing floodplain geometry, hydrology and hydraulics to analyze the pre- and post-development conditions. All studies shall take into consideration a "full build out" condition for the studied watershed area. Such analysis shall be undertaken by a state-licensed professional engineer, who shall certify that the technical methods used reflect currently accepted engineering practices. Studies, analysis and computations shall be submitted in sufficient detail to allow review and approval by the floodplains manager, and in a digital format compatible with the requirements and standards of Oconee County GIS. The accuracy of the data submitted for such determination shall be the sole responsibility of the applicant.
- c. After review of the detailed study by the floodplains manager, the applicant shall submit to DHS-FEMA an application for a LOMR, based upon existing site conditions. Applications for encroachments and/or modifications to the special flood hazard area will be evaluated and processed as described in subsection 16-82(7) and subsection 16-122(11)f. The applicant shall be responsible for all technical submissions and fees to DHS-FEMA in order to obtain the map change. The development permit will not be issued until DHS-FEMA has issued the LOMR or CLOMR, as applicable.

- (12) **Special flood hazard area conflicts with topographic boundaries.** When the exact location of boundaries of the special flood hazard areas conflict with the current, natural topographical information at the site, the property owner may apply and be approved for a LOMA by DHS-FEMA, NFIP. The floodplains manager will file a copy of the LOMA issued by DHS-FEMA, NFIP in the permit file.

- (13) On-site inspections. It is the responsibility of the floodplains manager to make on-site inspections of projects in accordance with the administrative procedures outlined in subsection 16-85(1).
- (14) Administrative notices. The floodplains manager is authorized to serve notices of violations, issue stop-work orders, revoke permits and direct corrective actions in accordance with administrative procedures outlined in section 16-85.
- (15) Records maintenance. It is the responsibility of the floodplains manager to maintain all records pertaining to the administration of this article and make these records available for public inspection.
- (16) Annexation and detachments. It is the responsibility of the floodplains manager to notify the South Carolina Department of Natural Resources Land, Water and Conservation Division, within six months, of any annexations or detachments that include special flood hazard areas.
- (17) Federally Funded Development. The President issued *Executive Order 11988, Floodplain Management May 1977*. E.O. 11988 directs federal agencies to assert a leadership role in reducing flood losses and losses to environmental values served by floodplains. Proposed developments must go through an eight-step review process. Evidence of compliance with the executive order must be submitted as part of the permit review process.
- (18) Substantial damage determination. It is the responsibility of the floodplains manager to determine damage to structures located in the special flood hazard areas, regardless of the source of the damage and notify the owner of the property of such finding.
- (19) Substantial improvement determination. It is the responsibility of the floodplains manager to perform an assessment of permit applications for improvements or repairs to be made to a building or structure equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. Cost of work counted for determining if and when substantial improvement to a structure occurs shall be cumulative for a period of five years. If the improvement project is conducted in phases the total of all cost associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

The market values shall be determined by one of the following methods:

- a. The current assessed building value as determined by the county's assessor's office or the value of an appraisal performed by a licensed appraiser at the expense of the owner within the past six (6) months;
- b. One or more certified appraisals from a state-registered professional licensed appraiser. The appraisal shall indicate actual replacement value of the building or structure in its pre-improvement condition, less depreciation for functionality and obsolescence and site improvements. The Marshall & Swift Residential Cost Handbook shall be used to determine costs for buildings or structures; or
- c. Real estate purchase contract within 12 months prior to the date of the application for a permit.

Sec. 16-84. - Map maintenance activities.

The National Flood Insurance Program requires flood data to be reviewed and approved by DHS-FEMA. This ensures that flood maps, studies and other data identified in section 16-32 accurately represent flooding conditions so appropriate special flood hazard area management criteria are based on current data, the following map maintenance activities are identified:

(1) Requirement to submit new technical data.

- a. For all development proposals that impact floodway delineations or BFEs, the floodplains manager shall ensure that technical data reflecting such changes is submitted to DHS-FEMA within six months of the date such information becomes available. These development proposals include:
  1. Floodway encroachments that increase or decrease BFEs or alter floodway boundaries;
  2. Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;
  3. Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and
  4. Subdivision or large scale development proposals requiring the establishment of base flood elevations in accordance with section 16-125
- b. It is the responsibility of the applicant to have technical data, required in accordance with section 16-84, prepared in a format required for a CLOMR or LOMR, and submitted to DHS-FEMA. Submittal and processing fees for these map revisions shall also be the responsibility of the applicant.
- c. The floodplains manager shall require a CLOMR prior to the issuance of a floodplain development permit for:
  1. Proposed floodway encroachments that increase the base flood elevation; and
  2. Proposed development which increases the base flood elevation by more than one foot in areas where DHS-FEMA has provided base flood elevations but no floodway.
- d. Development permits issued by the floodplains manager shall be conditioned upon the applicant obtaining a LOMR from DHS-FEMA for any development proposal subject to section 16-84.

(2) Right to Submit New Technical Data. The floodplain manager may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the local jurisdiction and may be submitted at any time.

Sec. 16-85. - Administrative procedures.

- (1) Inspections of work in progress: As the work pursuant to a permit progresses, the floodplains manager shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of this article and the terms of the permit. In exercising this responsibility, the floodplains manager, and each member of the floodplains manager's inspections department, has the authority, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction at any reasonable hour for the purposes of inspection or other enforcement action.
- (2) Stop work orders: The floodplains manager may utilize stop work orders to prevent violations of this article, and in doing so, the following procedure shall be followed:
  - a. The floodplains manager may order the work to be immediately stopped whenever a building, or part thereof, or development is being constructed, reconstructed, altered, or repaired in violation of this article or in violation of any regulation adopted or order issued pursuant to this article, and either:
    1. The violation or work being performed will alter the special flood hazard area in such a way that it would be difficult to abate the violation without substantial cost;
    2. The violation or work being performed would cause irreparable harm to the special flood hazard area;
    3. The violation or work being performed alters a watercourse; or
    4. The work being performed requires a development permit or certification and the work is being performed without a required development permit or certification.
  - b. The stop work order shall be in writing and shall state what work is to be stopped and what measures are required to abate the violation. The order shall include a statement of the findings made by the floodplains manager and shall list the conditions under which work that has been stopped by the order may be resumed. The delivery of equipment and materials, which does not contribute to the violation, may continue while the stop work order is in effect. A copy of this section may be attached to the stop work order.
  - c. The stop work order shall be served on the person responsible for the work by a person duly authorized by law to serve process. The person duly authorized by law to serve process shall also post a copy of the stop work order in a conspicuous place at the site of the work. The floodplains manager may also deliver a copy of the stop work order to any person that the floodplains manager has reason to believe may be responsible for the violation.
  - d. The directives of a stop work order become effective upon service of the order. Thereafter, any person notified of the stop work order who violates any of the directives set out in the stop work order may be assessed a penalty as provided in section 16-38. A stop work order issued pursuant to this section may remain in force until all non-compliant issues are rectified in the sole discretion of the floodplains manager.

- e. The floodplains manager shall monitor compliance with the stop work order. The floodplains manager shall rescind the stop work order, in writing, if all the violations for which the stop work order is issued are corrected, no other violations have occurred, and all measures necessary to abate the violations have been taken. The floodplains manager shall rescind a stop work order that is issued in error.
- (3) Revocation of permits: The floodplains manager may revoke and require the return of the development permit by notifying the permit holder in writing, stating the reason for the revocation. Permits shall be revoked for departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of state or local laws; or for false statements or misrepresentations made in securing the permit. Any permit issued in error in violation of an applicable State or local law may also be revoked.
- (4) Periodic inspections: The floodplains manager, and each member of the floodplains manager's inspections department, has the authority, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.
- (5) Initial notice of violation: When the floodplains manager finds violations of applicable laws, the floodplains manager has the authority to notify the owner of the property of the violation. The owner shall take necessary actions to immediately correct each of the violations in accordance with this article.
- (6) Actions in event of failure to take corrective action: If prompt action is not taken to correct the violation, the floodplains manager shall give the owner(s) of the property written notice, by certified or registered mail, to the last known address of the owner(s), or by personal service, that:
- a. The building or property is in violation of this article, and
  - b. A hearing will be held before the floodplains manager at a designated place and time, not later than ten days after the date of the notice, at which time the owner(s) shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter.
- (7) Order to take corrective action: If, upon a hearing held pursuant to the notice prescribed above, the floodplains manager finds that the property is in violation of this article, the floodplains manager shall make an order in writing to the owner(s), requiring that the owner(s) remedy the violation within such period the floodplains manager may prescribe, not less than 60 days. If the floodplains manager finds that there is imminent danger to life or other property, the floodplains manager may order that corrective action be taken in such lesser period as may be feasible.
- (8) Appeal: Any person who has received an order to take corrective action and/or stop work order may appeal the order to the board of zoning appeals by giving notice of appeal in writing to the floodplains manager within ten days following issuance of the final order. In the absence of an appeal, the order of the floodplains manager shall be final, or in the case of stop work orders, the stop work order will stand as issued. The board of zoning appeals shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.



- (9) Failure to comply with order: If the owner(s) fail to comply with an order to take corrective action or stop work order from which no appeal has been taken, or if the owner(s) fail to comply with an order of the board of zoning appeals following an appeal, the owner(s) shall be guilty of a misdemeanor and shall be punished in the discretion of the court. Each such person, firm, corporation or agent shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any of the provisions of this article is committed, or continued.
- (10) Denial of flood insurance under the NFIP: If a property is declared in violation of this article and the violation is not remedied, the floodplains manager shall notify DHS-FEMA to initiate an action against property under section 1316 of the National Flood Insurance Act of 1968. Once a violation has been remedied the floodplains manager shall notify DHS-FEMA of the remedy and ask that the action under section 1316 be rescinded.
- (11) The following documents are incorporated by reference and may be used by the local floodplain manager to provide further guidance and interpretation of this ordinance as found on FEMA's website at [www.fema.gov](http://www.fema.gov):
  - a. FEMA 55 Coastal Construction Manual;
  - b. All FEMA Technical Bulletins;
  - c. All FEMA Floodplain Management Bulletins;
  - d. FEMA 348 Protecting Building Utilities from Flood Damage; and
  - e. FEMA 499 Home Builder's Guide to Coastal Construction Technical Fact Sheets.

Secs. 16-86—16-120. - Reserved.

### DIVISION 3. - FLOOD HAZARD REDUCTION

Sec. 16-121. - General standards.

Where alternative locations exist, development may not occur in the special flood hazard areas due to the inherent hazards and risks involved. Before a permit is issued, the applicant shall demonstrate that new structures cannot be located out of the special flood hazard areas and that encroachments onto the special flood hazard areas are minimized. In all special flood hazard areas the following provisions are required:

- (1) Reasonably Safe from Flooding. Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding
- (2) Anchoring. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.
- (3) Flood resistant materials and equipment. All new construction and substantial improvements shall be constructed with flood-resistant materials and utility equipment resistant to flood damage.

- (3) Minimize flood damage. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (5) Utilities. Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork), and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of base flood plus two (2) feet.
- (6) Water supply systems. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (7) Sanitary sewage systems. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (8) Gas or liquid storage tanks. All gas or liquid storage tanks, either located above ground or buried, shall be anchored to prevent flotation or lateral movement resulting from hydrodynamic and hydrostatic loads.
- (9) Alteration, repair, reconstruction, or improvements. Any alteration, repair, reconstruction, or improvement to a structure must be in compliance with the provisions of this article, and shall meet the requirements of new construction as contained in this article. This includes post-FIRM development and structures. Alterations, repairs, reconstruction, or improvements shall not alter the flood carrying capacity within the altered or relocated portion of any watercourses.
- (10) Nonconforming buildings or uses. Nonconforming buildings or uses may not be enlarged, replaced, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this article. Provided, however, nothing in this article shall prevent the repair, reconstruction, or replacement of an existing building or structure located totally or partially within the special flood hazard area, provided that the bulk of the building or structure below BFE is not increased and provided that such repair, reconstruction, or replacement meets all of the other requirements of this article.
- (11) Accessibility. A building must meet the specific standards for construction outlined in section 16-122, as well as any applicable accessibility requirements promulgated by the state building codes council. The accessibility requirements are not justification for issuing a variance or otherwise waiving these requirements. The cost of improvements required to meet the accessibility provisions shall also be included in the costs of the improvements for calculating substantial improvement.

Sec. 16-122. - Specific standards.

In all special flood hazard areas that are designated as Zones A, AE, AH, AO, and A1-30, where base flood elevation data has been provided, as set forth in section 16-32 or outlined in the duties and responsibilities of the floodplains manager section 16-83, the following provisions are required:

- (1) Residential construction. New construction or substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor elevated no lower than three feet above the base flood elevation. No basements are permitted. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the elevated buildings requirements in subsection 16-122(5).
- (2) Nonresidential construction. New construction or substantial improvement of any commercial, industrial, or non-residential structure (including manufactured homes) shall have the lowest floor elevated no lower than three feet above the level of the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the elevated buildings requirements in subsection 16-122(5). No basements are permitted. Structures located in special flood hazard areas that are designated as either Zone A or Zone AE may be floodproofed in lieu of elevation provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, using structural components capable of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A state-registered, professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certifications shall be provided to the floodplains manager as set forth in the floodproofing certification requirements in section 16-83. A variance may be considered for wet floodproofing agricultural structures in accordance with the criteria outlined in section 16-165 of this article. Agricultural structures not meeting the criteria of section 16-165 must meet the non-residential construction standards and all other applicable provisions of this article. Structures that are floodproofed are required to have an approved maintenance plan with an annual exercise. The maintenance plan must be approved by the floodplains manager, and notification of the annual exercise shall be provided to the same.
- (3) Critical facilities.
  - a. Existing critical facilities in the special flood hazard area that are substantially damaged or substantially improved as well as new and substantially improved critical facility structures shall be elevated or floodproofed in accordance with this article.
  - b. New critical facilities shall not be permitted in the special flood hazard area.
- (4) Manufactured homes.
  - a. Conditions requiring placement of manufactured home on permanent foundation. Manufactured homes that are placed or substantially improved on sites outside a manufactured home park or subdivision, in a new manufactured home park or subdivision, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as the result of a flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated no lower than three feet above the base flood elevation and securely

anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

- b. Conditions permitting placement of manufactured home on permanent foundation. Manufactured homes that are to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are not subject to the provisions for residential construction in subsection 16-122(1) of this article must be elevated so that the lowest floor of the manufactured home is elevated no lower than three feet above the base flood elevation, and securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement.
  - c. Anchoring. Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. For the purpose of this requirement, manufactured homes must be anchored to resist flotation, collapse, or lateral movement in accordance with section 19-425.42 of the South Carolina Manufactured Housing Board Regulations, as amended. Additionally, when the elevation requirement would be met by an elevation of the chassis at least 36 inches or less above the grade at the site, the chassis shall be supported by reinforced piers or other foundation elements of at least equivalent strength. When the elevation of the chassis is above 36 inches in height, an engineering certification is required.
  - d. Evacuation plan. An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood-prone areas. This plan shall be filed with and approved by the floodplains manager and the Oconee County Emergency Services Department.
- (5) Elevated buildings. New construction or substantial improvements of elevated buildings that include fully enclosed areas usable solely for the parking of vehicles, building access, or limited storage in an area other than a basement, and which are subject to flooding shall be designed to preclude finished space and to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.
- a. Certification or minimum criteria. Designs for complying with this requirement must either be certified by a state professional engineer or architect or meet the following minimum criteria:
    1. Provide a minimum of two openings on different walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding,
    2. The bottom of all openings shall be no higher than one foot above grade,
    3. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions; and,
    4. Fill placed around foundation walls must be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building.

5. Only the portions of openings that are below the base flood elevation (BFE) can be counted towards the required net open area.
  - b. Hazardous velocities. Hydrodynamic pressure must be considered in the design of any foundation system where velocity waters or the potential for debris flow exists. If flood velocities are excessive (greater than five feet per second), foundation systems other than solid foundations walls should be considered so that obstructions to damaging flood flows are minimized.
  - c. Enclosures below BFE.
    1. Access to the enclosed area. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door), limited storage of maintenance equipment used in connection with the premises (standard exterior door), or entry to the living area (stairway or elevator).
    2. Requirements for the interior portion of the enclosed area. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms, except to enclose a single storage area and must be void of utilities except for essential lighting as required, and cannot be temperature controlled. One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest floor elevation specified in the specific standards outlined in subsection 16-122(1), (2) and (4).
    3. Flood-resistant construction materials. All construction materials below the required lowest floor elevation specified in the specific standards outlined in subsection 16-122(1), (2) and (4) should be of flood resistant materials.
- (6) Accessory structures.
- a. A detached accessory structure or garage, greater than 400 square feet must comply with the elevated structure requirements of subsection 16-122(5) or floodproofed in accordance with subsections 16-122(2).
  - b. When an accessory structure less than 400 square feet is to be placed in the special flood hazard area, the following additional criteria shall be met:
    1. Accessory structures shall not be used for human habitation (including work, sleeping, living, cooking or restroom areas),
    2. Accessory structures shall be designed to have low flood damage potential,
    3. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters,
    4. Accessory structures shall be firmly anchored to prevent flotation, collapse or lateral movement of the structure,
    5. Service facilities such as electrical and heating equipment shall be installed in accordance with section 16-121; and
    6. Openings to relieve hydrostatic pressure during a flood shall be provided below BFE in conformance with subsection 16-122(5)a.

7. Accessory structures shall be built with flood resistance materials in accordance with Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, dated 8/08, and available from the Federal Emergency Management Agency. Class 4 and 5 materials, referenced herein, are acceptable flood-resistant materials.

(7) Floodways. Floodways have erosion potential and are extremely hazardous areas due to the velocity of floodwaters carrying debris and potential projectiles. The following provisions shall apply to floodways:

a. No encroachments, including fill, new construction, substantial improvements, additions, and other developments, shall be permitted in a floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood. Such certification and technical data shall be presented to the floodplains manager; OR,

A Conditional Letter of Map revision (CLOMR) has been approved by FEMA. A Letter of Map Revision must be obtained upon completion of the proposed development.

b. If subsection 16-122(7)a is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of division 3.

c. No manufactured homes shall be permitted, except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and the elevation standards of subsection 16-122(4) are met.

d. Permissible uses within a floodway may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Lawns, gardens, play areas, picnic grounds, and hiking and horseback riding trails are acceptable uses, provided that they do not employ structures or fill. Substantial development of a permissible use may require a no-impact certification. A use listed in this division is permissible only if the use causes no adverse effect on the floodway, any increase in the BFE, or any change to the floodway configuration.

(8) Recreational vehicles.

a. A recreational vehicle is ready for highway use if it:

1. Is on wheels or a jacking system;

2. Is attached to the site only by quick-disconnect type utilities and security devices; and,

3. Has no permanently attached additions.

b. Recreational vehicles placed on sites shall either:

1. Be on site for fewer than 180 consecutive days and fully licensed and ready for highway use, or
  2. Meet the development permit and certification requirements of section 16-82, general standards outlined in section 16-121, and manufacture homes standards in subsection 16-122(4).
- (9) Swimming pool utility and/or equipment structures. If a swimming pool utility and/or equipment structure cannot be built at or above the BFE because of functionality of the equipment, then such structure may be built below the BFE with the following provisions:
- a. The structure must meet the requirements for accessory structures in subsection 16-122(6).
  - b. The utilities and/or equipment must be anchored to prevent flotation, and the structure shall be designed to prevent water from entering or accumulating within the components during a flood.
  - b.
- (10) Elevators. A float switch system, or other similar system that provides the same level of safety, shall be installed for all elevators where there is a potential for the elevator cab to descend below the BFE during a flood per DHS-FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas. All equipment that may have to be installed below the BFE such as counterweight roller guides, compensation cable and pulleys, and oil buffers for traction elevators and the jack assembly for a hydraulic elevator must be constructed using flood-resistant materials where possible per DHS-FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas.
- (11) Fill. An applicant shall demonstrate that fill is the only alternative to raising the building to meet the residential and non-residential construction requirements of subsections 16-122(1) and (2), and that the amount of fill used will not affect the flood storage capacity or adversely affect adjacent properties. The following provisions shall apply to all fill placed in the special flood hazard area:
- a. Fill may not be placed in the floodway unless it is in accordance with the requirements in subsection 16-122(7)a.
  - b. Fill may not be placed in wetlands without the required state and federal permits.
  - c. Fill must consist of soil and rock materials only. Dredged material may be used as fill only upon certification of suitability by a state-registered professional geotechnical engineer. Landfills, rubble fills, dumps, and sanitary fills are not permitted in the special flood hazard area.

- d. Fill used to support structures must comply with ASTM Standard D-698, as amended, and its suitability to support structures certified by a state-registered, professional engineer.
- e. Fill slopes shall be no greater than two horizontal to one vertical. Flatter slopes may be required where velocities may result in erosion; and,
- f. No encroachment, including fill, shall be permitted within an special flood hazard area, unless certification with supporting technical data, prepared by a state-registered engineer, is provided to demonstrate that the encroachment will not result in adverse impact to the special flood hazard area. Adverse impact includes, but is not limited to, an increase in BFE, floodway elevation and floodway width. The demonstration shall include hydrologic and hydraulic analyses performed in accordance with standard engineering practice that meets the requirements of the NFIP. Compensatory storage at hydraulically equivalent sites within the proposed project area may be used as part of the required demonstration, with prior approval of the floodplains manager. If the encroachment results in adverse impact to the special flood hazard area, the applicant shall submit to DHS-FEMA a CLOMR or other appropriate map change application. Within 30 calendar days of completion of construction activities, the applicant shall apply to DHS-FEMA for a LOMR. The development permit will not be issued until DHS-FEMA has issued the CLOMR. The applicant is responsible for all technical submissions and fees required to obtain the CLOMR/LOMR.
- g. The use of fill shall not increase flooding or cause drainage problems on neighboring properties.
- h. Will meet the requirements of FEMA Technical Bulletin 10-01, *Ensuring That Structures Built On Fill in or Near Special Flood Hazard Areas Are Reasonably Safe from Flooding*.

(12) Drainage paths in Zones AH and AO. In all special flood hazard areas that are designated as Zones AH and AO, drainage paths shall be constructed around structures on slopes to guide floodwaters around and away from proposed structures.

Sec. 16-123. - Standards for streams without established base flood elevations and/or floodways.

Located within the special flood hazard areas that are designated as Zone A, are small streams where no base flood data has been provided or where no floodways have been identified. The following provisions apply within such areas:

- (1) No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within 100 feet of the stream bank unless certification with supporting technical data by a state-registered, professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (2) If subsection 16-123(1) is satisfied and base flood elevation data is available from other sources, all new construction and substantial improvements within such areas shall comply with all applicable provisions of Division 3 and shall be elevated or



floodproofed in accordance with elevations established in accordance with subsection 16-83(9).

Sec. 16-124. - Standards for Streams with Established Base Flood Elevations but without Floodways - Along rivers and streams where Base Flood Elevation (BFE) data is provided but no floodway is identified for a Special Flood Hazard Area on the FIRM or in the FIS.

No encroachments including fill, new construction, substantial improvements, or other development shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

Sec. 16-125. - Standards for subdivision proposals.

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage and are subject to all applicable standards in this article.
- (2) All subdivision proposals shall have public utilities and facilities, such as sewer, gas, electrical and water systems, located and constructed to minimize flood infiltration damage.
- (3) All subdivision proposals shall provide for adequate drainage provided to reduce exposure to flood damage.
- (4) Base flood elevation data shall be provided for subdivision proposals and other proposed development.
  - a. The base flood elevation data shall be obtained in accordance with section 16-32; or
  - b. In all special flood hazard areas where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less.
- (5) All building lots containing special flood hazard areas or immediately adjacent to these areas shall have the proposed lowest floor elevation for each structure, in accordance with subsection 16-122(1), noted on the preliminary and final plat drawings.

Sec. 16-126. - Standards for areas of shallow flooding (AO Zones).

Located within the special flood hazard areas established in section 16-32 are areas designated as shallow flooding. The following provisions shall apply within such areas:

- (1) All new construction and substantial improvements of residential structures shall have the lowest floor elevated to the depth number specified on the flood insurance rate map, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor shall be elevated at least three feet above the highest adjacent grade.

(2) All new construction and substantial improvements of nonresidential structures shall:

- a. Have the lowest floor elevated to the depth number specified on the FIRM, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor shall be elevated at least three feet above the highest adjacent grade; or,
- b. Be completely floodproofed together with attendant utilities or sanitary sewage systems to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

Secs. 16-127 — 16-160. - Reserved.

#### DIVISION 4. - VARIANCE PROCEDURES

Sec. 16-161. - Appeal board.

The Board of Zoning Appeals of Oconee County, as established by Oconee County in ch. 38, art. 6 of this Code of Ordinances, shall hear and decide requests for variances from the requirements of this article. The application for a variance shall be filed on a form obtained from the floodplains manager.

Sec. 16-162. - Limitation on authority.

An application for variance shall be based on a claim that the true intent of this article, or the rules legally adopted thereunder, have been incorrectly interpreted; the provisions of this article do not fully apply; or an equally good or better form of construction is proposed.

Sec. 16-163. - Right to appeal.

Any person aggrieved by the decision of the appeal board or any taxpayer may appeal such decision to the circuit court within 30 days.

Sec. 16-164. - Historic structures.

Variances may be issued for the repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

Sec. 16-165. - Agricultural structures.

Variances may be issued to wet floodproof an agricultural structure in accordance with Technical Bulletin 7-93, Wet Floodproofing Requirements for Structures Located in Special Flood Hazard Areas in Accordance with the National Flood Insurance Program, document number FIA-TB-7, dated 12/93, and available from DHS-FEMA. In order to minimize flood damages during the base flood and the threat to public health and safety, the structure must meet

all of the conditions and considerations of section 16-169, this section, and the following standards:

- (1) Use of the structure must be limited to agricultural purposes as listed below:
  - a. Pole frame buildings with open or closed sides used exclusively for the storage of farm machinery and equipment,
  - b. Steel grain bins and steel frame corncribs
  - c. Irrigation sheds in connection with agricultural uses only, which are no greater than 200 square feet in area,
  - d. General-purpose barns for the temporary feeding of livestock that are open on at least one side;
  - e. For livestock confinement buildings, poultry houses, dairy operations, and similar livestock operations, variances may not be issued for substantially damaged structures. New construction or substantial improvement of such structures must meet the elevation requirements of subsection 16-122(2) of this article; and,
  - f.
- (2) In the case of a substantially damaged existing structure, the agricultural structure must be built or rebuilt with flood-resistant materials for the exterior and interior building components and elements below the base flood elevation.
- (3) The agricultural structure must be adequately anchored to prevent flotation, collapse, or lateral movement. All of the structure's components must be capable of resisting specific flood-related forces including buoyancy, hydrostatic, hydrodynamic, and debris impact forces. Where flood velocities exceed five feet per second, fast-flowing floodwaters can exert considerable pressure on the building's enclosure walls or foundation walls.
- (4) The agricultural structure must meet the venting requirement of subsection 16-122(5) of this article.
- (5) Any mechanical, electrical, or other utility equipment must be located above the base flood elevation or contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with section 16-121 of this article.
- (6) The agricultural structure must comply with the floodway encroachment provisions of subsection 16-122(7).
- (7) Major equipment, machinery, or other contents must be protected. Such protection may include protective watertight floodproofed areas within the building, the use of equipment hoists for readily elevating contents, permanently elevating contents on pedestals or shelves above the base flood elevation, or determining that property owners can safely remove contents without risk to lives and that the contents will be located to a specified site out of the special flood hazard area.
- (8) The agricultural structure must be located in wide, expansive special flood hazard areas, where no other alternative location for the agricultural structure exists. The applicant

must demonstrate that the entire farm acreage, consisting of a contiguous parcel of land on which the structure is to be located, is in the special flood hazard area and no other alternative locations for the structure are available.

**Sec. 16-166. - Considerations.**

In passing upon such applications, the board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this article, and:

- (1) The danger that materials may be swept onto other lands to the injury of others;
- (2) The danger to life and property due to flooding or erosion damage, and the safety of access to the property in times of flood for ordinary and emergency vehicles;
- (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- (4) The importance of the services provided by the proposed facility to the community;
- (5) The necessity to the facility of a waterfront location, where applicable;
- (6) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
- (7) The compatibility of the proposed use with existing and anticipated development, and the relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- (8) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
- (9) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.

**Sec. 16-167. - Findings.**

Findings listed above shall be submitted to the appeal board, in writing, and included in the application for a variance. Additionally, comments from the Department of Natural Resources, Land, Water and Conservation Division, State Coordinator's Office, must be taken into account and included in the permit file.

**Sec. 16-168. - Variances in floodways.**

Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result unless a CLOMR is obtained prior to issuance of the variance. In order to insure the project is built in compliance with the CLOMR for which the variance is granted the applicant must provide a bond for 100 percent of the cost to perform the development.

**Sec. 16-169. - Conditions.**

Upon consideration of the factors listed above and the purposes of this article, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this article. The following conditions shall apply to all variances:

- (1) Variances may not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances.
- (2) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (3) Variances shall only be issued upon a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship, and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (4) The appeal board may consider the possible impacts on flood insurance premiums and the size of the lot in question.
- (5) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the BFE and the elevation to which the structure is to be built and a written statement that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. Such notification shall be maintained with a record of all variance actions.
- (6) Upon request, the floodplains manager shall maintain the records of all appeal actions and report any variances to DHS-FEMA.
- (7) Variances shall not be issued for unpermitted development or other development that is not in compliance with the provisions of this article. Violations must be corrected in accordance with section 16-85.



# Federal Emergency Management Agency

Washington, D.C. 20472

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:  
115-I

June 21, 2017

The Honorable Edda Cammick  
Chairman, Oconee County Council  
415 South Pine Street  
Walhalla, South Carolina 29691

Community: Oconee County,  
South Carolina  
(Unincorporated Areas)  
Community No.: 450157  
Map Panels Affected: See FIRM Index

Dear Ms. Cammick:

On August 17, 2016, you were notified of proposed modified flood hazard determinations affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for Oconee County, South Carolina and Incorporated Areas. The statutory 90-day appeal period that was initiated on August 31, 2016, when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of the proposed flood hazard determinations for your community in the *Independent Mail* and in *The Journal*, has elapsed. The flood hazard determinations for your community may include the addition of and/or modifications to Base Flood Elevations, base flood depths, Special Flood Hazard Areas (SFHAs), zone designations, and regulatory floodways. SFHAs are the areas subject to inundation by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

FEMA did not receive any appeals of the proposed flood hazard determinations. Any comments and concerns about the FIRM and FIS report submitted to FEMA have been addressed and resolved. Therefore, the determination of the Agency as to the flood hazard information for your community is considered final. FEMA will publish a notice of final flood hazard determinations in the *Federal Register* as soon as possible. The FIRM for your community will become effective as of December 21, 2017, and will revise the FIRM and FIS report that were in effect prior to that date. For insurance rating purposes, the community number and new suffix code for the panels being revised are indicated on the maps and must be used for all new policies and renewals. Final printed copies of the report and maps will be mailed to you before the effective date.

The modifications are pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, Public Law 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Because of the modifications to the FIRM and FIS report for your community made by this map revision, certain additional requirements must be met under Section 1361 of the 1968 Act, as amended, within 6 months from the date of this letter. Prior to December 21, 2017, your community is required, as a condition of continued eligibility in the National Flood Insurance Program (NFIP), to adopt or show evidence of adoption of floodplain management regulations that meet the standards of Paragraph 60.3(d) of the NFIP regulations. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

It must be emphasized that all the standards specified in Paragraph 60.3(d) of the NFIP regulations must be enacted in a legally enforceable document. This includes the adoption of the effective FIRM and FIS report to which the regulations apply and the modifications made by this map revision. Some of the

standards should already have been enacted by your community. Any additional requirements can be met by taking one of the following actions:

1. Amending existing regulations to incorporate any additional requirements of Paragraph 60.3(d);
2. Adopting all the standards of Paragraph 60.3(d) into one new, comprehensive set of regulations; or
3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of Paragraph 60.3(d).

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the 1973 Act as amended.

A Consultation Coordination Officer (CCO) has been designated to assist your community with any difficulties you may be encountering in enacting the floodplain management regulations. The CCO will be the primary liaison between your community and FEMA. For information about your CCO, please contact:

Mr. Jesse Munoz, Director  
Mitigation Division, FEMA Region IV  
3003 Chamblee Tucker Road  
Atlanta, Georgia 30341  
(770) 220-5200

To assist your community in maintaining the FIRM, we have enclosed a Summary of Map Actions (SOMA) to document previous Letter of Map Change (LOMC) actions (i.e., Letters of Map Amendment [LOMAs], Letters of Map Revision [LOMRs]) that will be superseded when the revised FIRM panels referenced above become effective. Information on LOMCs is presented in the following four categories: (1) LOMCs for which results have been included on the revised FIRM panels; (2) LOMCs for which results could not be shown on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lots or structures involved were outside the SFHA as shown on the FIRM; (3) LOMCs for which results have not been included on the revised FIRM panels because the flood hazard information on which the original determinations were based is being superseded by new flood hazard information; and (4) LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures cannot be revalidated through an administrative process like the LOMCs in Category 2 above. LOMCs in Category 2 will be revalidated through a single letter that reaffirms the validity of a previously issued LOMC; the letter will be sent to your community shortly before the effective date of the revised FIRM and will become effective 1 day after the revised FIRM becomes effective. For the LOMCs listed in Category 4, we will review the data previously submitted for the LOMA or LOMR request and issue a new determination for the affected properties after the revised FIRM becomes effective.

The FIRM panels have been computer-generated. Once the FIRM and FIS report are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided to your community for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance purchase and rating requirements, and many other planning applications. Copies of the digital files or paper copies of the FIRM panels may be obtained by calling our FEMA Map Information eXchange (FMIX), toll free, at 1-877-FEMA MAP

(1-877-336-2627). In addition, your community may be eligible for additional credits under our community Rating System if you implement your activities using digital mapping files.

If you have any questions regarding the necessary floodplain management measures for your community or the NFIP in general, we urge you to call the Director, Mitigation Division of FEMA Region IV in Atlanta, Georgia, at (770) 220-5200 for assistance. If you have any questions concerning mapping issues in general or the enclosed SOMA, please call our FMIX at the toll free number shown above. Additional information and resources your community may find helpful regarding the NFIP and floodplain management, such as *The National Flood Insurance Program Code of Federal Regulations, Answers to Questions About the National Flood Insurance Program, Use of Flood Insurance Study (FIS) Data as Available Data, Frequently Asked Questions Regarding the Effect that Revised Flood Hazards have on Existing Structures*, and *National Flood Insurance Program Elevation Certificate and Instructions*, can be found on our website at <http://www.floodmaps.fema.gov/lfd>. Paper copies of these documents may also be obtained by calling our FMIX.

Sincerely,



Luis Rodriguez, P.E., Director  
Engineering and Modeling Division  
Federal Insurance and Mitigation Administration

Enclosure:  
Final Summary of Map Actions

cc: Community Map Repository  
David Stokes, Community Development Director, Oconee County



## FINAL SUMMARY OF MAP ACTIONS

Community: OCONEE COUNTY

Community No: 450157

To assist your community in maintaining the Flood Insurance Rate Map (FIRM), we have summarized below the previously issued Letter of Map Change (LOMC) actions (i.e., Letters of Map Revision (LOMRs) and Letters of Map Amendment (LOMAs)) that will be affected when the revised FIRM becomes effective December 21, 2017.

## 1. LOMCs Incorporated

The modifications effected by the LOMCs listed below will be reflected on the revised FIRM. In addition, these LOMCs will remain in effect until the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Identifier	Old Panel	New Panel
			NO CASES RECORDED		

## 2. LOMCs Not Incorporated

The modifications effected by the LOMCs listed below will not be reflected on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lot(s) or structure(s) involved were outside the Special Flood Hazard Area, as shown on the FIRM. These LOMCs will be revalidated free of charge 1 day after the revised FIRM becomes effective through a single revalidation letter that reaffirms the validity of the previous LOMCs.

LOMC	Case No.	Date Issued	Project Identifier	Old Panel	New Panel
LOMA	05-04-5065A	10/25/2005	CROSS CREEK PLANTATION, PHASE II, BLOCK E, LOT 30 -- 4606 BARN HILL DRIVE	4501570009B	45073C0338D
LOMA	10-04-4654A	04/12/2010	Lot 5, Sunrise Pointe Subdivision - 589 Tall Ship Drive	45073C0210C	45073C0210D
LOMA	10-04-3525A	06/17/2010	KEOWEE, LOT 83 -- 1667 W. LITTLE RIVER DRIVE	45073C0335C	45073C0335D
LOMA	10-04-6074A	07/08/2010	SUNRISE POINTE, UNIT 6, LOT 6 -- 591 TALL SHIP DRIVE	45073C0210C	45073C0210D
LOMA	10-04-6136A	07/16/2010	SUNRISE POINTE TOWNHOUSES, UNIT 1, LOT 1 -- 581 TALL SHIP DRIVE	45073C0210C	45073C0210D
LOMA	10-04-6155A	07/16/2010	SUNRISE POINTE TOWNHOUSES, UNIT 7, LOT 7 -- 593 TALL SHIP DRIVE	45073C0210C	45073C0210D
LOMA	10-04-6271A	07/13/2010	SUNRISE POINTE, LOT 4 -- 587 TALL SHIP DRIVE	45073C0210C	45073C0210D
LOMA	10-04-6315A	07/16/2010	SUNRISE POINT, UNIT 10, LOT 10 -- 584 TALL SHIP DRIVE	45073C0210C	45073C0210D

## FINAL SUMMARY OF MAP ACTIONS

Community: OCONEE COUNTY

Community No: 450157

LOMC	Case No.	Date Issued	Project Identifier	Old Panel	New Panel
LOMA	10-04-6428A	07/13/2010	SUNRISE POINTE, LOT 11 -- 582 TALL SHIP DRIVE	45073C0210C	45073C0210D
LOMA	10-04-6863A	07/27/2010	SUNRISE POINTE TOWNHOUSES, LOT 3 -- 585 TALL SHIP DRIVE	45073C0210C	45073C0210D
LOMA	10-04-6881A	07/27/2010	SUNRISE POINTE TOWNHOUSES, LOT 2 -- 583 TALL SHIP DRIVE	45073C0210C	45073C0210D
LOMA	10-04-6144A	08/05/2010	SUNRISE POINTE TOWNHOUSES, LOT 12 -- 580 TALL SHIP DRIVE	45073C0210C	45073C0210D
LOMA	10-04-6270A	08/10/2010	SUNRISE POINTE TOWNHOUSES, LOT 8 -- 588 TALL SHIP DRIVE	45073C0210C	45073C0210D
LOMA	14-04-4468A	04/24/2014	LAKE KEOWEE, LOT 4 -- 3002 LAKE KEOWEE LANE	45073C0330C	45073C0330D
LOMA	15-04-6886A	07/28/2015	THE WOODS AT LAKE KEOWEE, LOT 30 -- 218 LONG BAY DRIVE	45073C0330C	45073C0330D
LOMA	16-04-0915A	12/04/2015	LAKE KEOWEE, UNIT 35, LOT 50 -- 3 LAKESIDE DRIVE	45073C0220C	45073C0220D
LOMA	16-04-1760A	01/11/2016	Lot 169, Waterford Pointe Subdivision	45073C0220C	45073C0220D
LOMA	16-04-2840A	03/18/2016	Lot 22, Knollwood Manor	45073C0330C	45073C0330D
LOMA	16-04-5794A	07/05/2016	Lot 51, South Oak Pointe	45073C0330C	45073C0330D

## 3. LOMCs Superseded

The modifications effected by the LOMCs listed below have not been reflected on the Final revised FIRM panels because they are being superseded by new detailed flood hazard information or the information available was not sufficient to make a determination. The reason each is being superseded is noted below. These LOMCs will no longer be in effect when the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Identifier	Reason Determination Will be Superseded
			NO CASES RECORDED	

1. Insufficient information available to make a determination.
2. Lowest Adjacent Grade and Lowest Finished Floor are below the proposed Base Flood Elevation.
3. Lowest Ground Elevation is below the proposed Base Flood Elevation.
4. Revised hydrologic and hydraulic analyses.

## FINAL SUMMARY OF MAP ACTIONS

Community: OCONEE COUNTY

Community No: 450157

5. Revised topographic information.

**4. LOMCs To Be Redetermined**

The LOMCs in Category 2 above will be revalidated through a single revalidation letter that reaffirms the validity of the determination in the previously issued LOMC. For LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures has changed, the LOMC cannot be revalidated through this administrative process. Therefore, we will review the data previously submitted for the LOMC requests listed below and issue a new determination for the affected properties after the effective date of the revised FIRM.

LOMC	Case No.	Date Issued	Project Identifier	Old Panel	New Panel
			NO CASES RECORDED		

STATE OF SOUTH CAROLINA  
OCONEE COUNTY

ORDINANCE 2017-18

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN OCONEE COUNTY AND BORGWARNER PDS (USA) INC., WHEREBY OCONEE COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX ARRANGEMENT WITH BORGWARNER PDS (USA) INC. AND PROVIDING FOR PAYMENT BY BORGWARNER PDS (USA) INC. OF CERTAIN FEES-IN-LIEU OF *AD VALOREM* TAXES; PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT; FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Oconee County, South Carolina (the "County") would like to enter into a Fee-in-Lieu of Tax Agreement with BorgWarner PDS (USA) Inc. (the "Company") as the Company has expressed its intent to the County to expand its capital investment in Oconee County and hire additional full-time employees in Oconee County, in connection with various projects;

WHEREAS, the County previously entered into that certain Fee-in-Lieu of Tax Agreement with the Company, whereby the Company proposed to engage in a manufacturing business and acquired and developed a manufacturing project (the "Initial Project");

WHEREAS, the County previously entered into that certain Amended and Restated Fee-in-Lieu of Tax Agreement with the Company, whereby the Company proposed to engage in a manufacturing business and acquired and developed a manufacturing project as an expansion of the Initial Project;

WHEREAS, the Company has expanded, and proposes to further expand, its manufacturing operations in the County (the "2017 Expansion Project");

WHEREAS, as a result of the Company's proposed expansion of its manufacturing operations in the County, the Company has requested that the County enter into a new Fee-in-Lieu of Tax Agreement in connection with the 2017 Expansion Project, in an effort to encompass the terms of the currently contemplated expansion and subsequent expansions in the County;

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "FILOT Act"), to designate real and tangible personal property as "economic development property" and to enter into an arrangement which provides for payments-in-lieu of taxes ("Negotiated FILOT Payments") for a

[Signature Page to Ordinance]

project qualifying under the FILOT Act;

WHEREAS, the County, acting by and through the County Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (the "MCIP Act") to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the MCIP Act and to permit investors to claim special source credits against their Negotiated FILOT Payments to reimburse such investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprises in order to enhance the economic development of Oconee County ("Infrastructure Improvements"); and to create, in conjunction with one or more other counties, a multi-county park ("MCIP") in order to afford certain enhanced tax credits to investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of the County and to facilitate the grant of special source or other infrastructure improvement credits;

WHEREAS, the Company proposes to expand its facility in the County by acquiring, constructing, equipping and furnishing machinery, equipment and other real and personal property (the "Negotiated FILOT Project") which the Company has represented will consist of additional capital investment and employment for new, full-time employees;

WHEREAS, the Negotiated FILOT Project is located entirely within the County and will be included in and subject to the multi-county park and fee-in-lieu of tax arrangements as described herein;

WHEREAS, the County has made specific proposals, including proposals to offer certain economic development incentives set forth herein, for the purpose of inducing the Company to invest its funds to acquire and equip the Negotiated FILOT Project (the "Incentives"); and

WHEREAS, it is in the public interest, for the public benefit and in furtherance of the public purposes of the FILOT Act and the MCIP Act that the County Council provide approval for qualifying the Negotiated FILOT Project under the FILOT Act and the entire Negotiated FILOT Project under the MCIP Act for the Incentives.

NOW, THEREFORE, BE IT ORDAINED by the County Council as follows:

Section 1. Evaluation of the Negotiated FILOT Project. County Council has evaluated the Negotiated FILOT Project on the following criteria based upon the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue, as required:

- (a) whether the purposes to be accomplished by the Negotiated FILOT Project are proper governmental and public purposes;

- (b) the anticipated dollar amount and nature of the investment to be made; and
- (c) the anticipated costs and benefits to the County.

Section 2. Findings by County Council. Based upon information provided by and representations of the Company, County Council's investigation of the Negotiated FILOT Project, including the criteria described in Section 1 above, and the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue, as required, County Council hereby finds that:

- (a) the Negotiated FILOT Project constitutes a "project" as that term is defined in the FILOT Act;
- (b) the Negotiated FILOT Project will serve the purposes of the FILOT Act;
- (c) the Negotiated FILOT Project will be located entirely within the County;
- (d) the Negotiated FILOT Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally;
- (e) the Negotiated FILOT Project will not give rise to a pecuniary liability of the County nor a charge against its general credit or taxing power;
- (f) the purposes to be accomplished by the Negotiated FILOT Project are proper governmental and public purposes;
- (g) the inducement of the location of the Negotiated FILOT Project is of paramount importance; and
- (h) the benefits of the Negotiated FILOT Project to the public are greater than the costs to the public.

Section 3. Fee-in-Lieu of Tax Arrangement. Pursuant to the authority of the FILOT Act, the qualifying Negotiated FILOT Project is designated as "economic development property" under the FILOT Act and there is hereby authorized a fee-in-lieu of taxes arrangement with the Company which will provide Negotiated FILOT Payments to be made with respect to the Negotiated FILOT Project based upon a 6% assessment ratio and a millage rate of the millage rate in effect at the Negotiated FILOT Project site, for all taxing entities, on June 30, 2017, which the parties hereto believe to be 215.0, all as more fully set forth in the Fee-in-Lieu of Tax Agreement by and between the County and the Company (the "FILOT Agreement").

Section 4. Special Source Revenue Credits. After the identification of qualifying Infrastructure Improvements located solely within the County and the costs thereof to the satisfaction of the County, the County will provide to the Company special source revenue or infrastructure improvement credits ("SSRCs") under the MCIP Act (i) in the amount of 35% of

fee-in-lieu payments made under the FILOT Agreement for the Negotiated FILOT Project in the MCIP (defined below) not exceeding a period of thirty (30) years; and (ii) an additional SSRC in the amount of \$9,000.00 for the Negotiated FILOT Project in the MCIP (defined below) per year for a period of thirty (30) years (provided for so long as the Company or any of its affiliates occupies the former Propex Fabrics building owned by the City of Seneca.

Section 5. Execution of the FILOT Agreement. The form, terms and provisions of the FILOT Agreement presented to this meeting and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such FILOT Agreement were set out in this Ordinance in its entirety. The Chair of the County Council and the Clerk of the County Council are hereby authorized, empowered and directed to execute, acknowledge and deliver the FILOT Agreement in the name and on behalf of the County, and thereupon to cause the FILOT Agreement to be delivered to the Company. The FILOT Agreement is to be in substantially the form now before this meeting and hereby approved, together with any changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of FILOT Agreement now before this meeting.

Section 6. Miscellaneous.

- (a) The Chair and all other appropriate officials of the County are hereby authorized to execute, deliver and receive any other agreements and documents as may be required by the County in order to carry out, give effect to and consummate the transactions authorized by this Ordinance.
- (b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.
- (c) This Ordinance shall become effective immediately upon approval following third reading by the County Council.
- (d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.
- (e) All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

Section 7. Allocation of MCIP FILOT Revenues. (a) By separate ordinance of the County Council, the County, in cooperation with Pickens County (the "Partner County"), has designated or will designate the site of the Negotiated FILOT Project as an MCIP pursuant to Article VIII, Section 13 of the Constitution of South Carolina, the MCIP Act, and the terms of the Agreement for Development of Joint County Industrial and Business Park (the "MCIP

Agreement”). In the FILOT Agreement, the County will agree to maintain such designation for a term of at least thirty (30) years for all phases.

(b) Pursuant to the terms of the MCIP Act and the MCIP Agreement, the County hereby provides that for thirty (30) years, commencing the first year in which property that is a part of the Negotiated FILOT Project will be placed in service, the annual allocation of the fee-in-lieu of *ad valorem* taxes revenue generated by the Negotiated FILOT Project in the MCIP and payable to the County in accordance with the terms of the MCIP Agreement, after deducting any amounts distributed to the Partner County, and any amounts due to the Company as a credit in accordance with the FILOT Agreement will be distributed to the County and the other overlapping taxing entities levying taxes at the Project site, as set forth in greater detail in the ordinance authorizing the MCIP Agreement or in other appropriate ordinance of the County.

**OCONEE COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
Name: Edda Cammick  
Title: Chair, Oconee County Council

ATTEST:

By: \_\_\_\_\_  
Name: Katie Smith  
Title: Clerk to Oconee County Council

First Reading: August 15, 2017  
Second Reading: September 5, 2017  
Public Hearing: September 19, 2017  
Third Reading: September 19, 2017



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FEE-IN-LIEU OF TAX AGREEMENT

by and between

OCONEE COUNTY, SOUTH CAROLINA

and

BORGWARNER PDS (USA) INC.

Dated as of [\_\_\_\_], 2017

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## FEE-IN-LIEU OF TAX AGREEMENT

THIS FEE-IN-LIEU OF TAX AGREEMENT is dated as of [\_\_\_\_\_] , 2017, by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and BorgWarner PDS (USA) Inc., a Delaware corporation (the "Company").

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended (the "Code") and Title 4, Chapter 1 of the Code (the "Multi-County Park Act"): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the workers, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors;

WHEREAS, pursuant to that certain Ordinance of County Council of the County (the "Council") enacted on April 3, 2012, the County approved and authorized the execution and delivery of that certain Fee-in-Lieu of Tax Agreement, dated as of April 1, 2012, by and between the County and BorgWarner TorqTransfer Systems Inc. (the former name of the Company), whereby the Company proposed to engage in a manufacturing business and acquired a manufacturing facility (the "Initial Project"), which business and facilities are located within Oconee County and are owned and operated by the Company;

WHEREAS, pursuant to that certain Ordinance of Council enacted on April 7, 2015, the County approved and authorized the execution and delivery of that certain Amended and Restated Fee-in-Lieu of Tax Agreement, dated as of April 7, 2015, by and between the County and BorgWarner TorqTransfer Systems Inc. (the former name of the Company), whereby the Company expanded its manufacturing operations in the County (the "2015 Expansion Projects"), which business and facilities are located within Oconee County and are owned and operated by the Company;

WHEREAS, the Company has expanded and proposes to further expand its manufacturing operations in the County (the "Project");

WHEREAS, as a result of the Company's expansion of its manufacturing operations in the County, the Company requested that the County complete the FILOT arrangement referred to in that certain Ordinance approved by County Council on [\_\_\_\_\_] , 2017 by entering into this Fee-in-Lieu of Tax Agreement with the Company pursuant to the Act, and the Company elected to enter into such FILOT arrangement with the County in an effort to encompass the terms

surrounding the Project, and allowing the Company to make FILOT payments pursuant to the Act;

WHEREAS, for the Project, the parties have determined that the Company is a Project Sponsor, and that the Project constitutes Economic Development Property, both within the meaning of the Act; and

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$1.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

## ARTICLE I

### DEFINITIONS AND RECAPITULATION

#### Section 1.01. Statutorily Required Recapitulation.

(a) Pursuant to Section 12-44-55(13) of the Act, the County and the Company agree to waive the recapitulation requirements of Section 12-44-55 of the Act, except as expressly provided in paragraph (b) below, to the extent that and so long as the Company timely (within thirty (30) days of making the filing with the South Carolina Department of Revenue) provides the County with copies of all filings required by the Act to be made by the Company with regard to the Project. If the Company is required to comply with the recapitulation requirements of Section 12-44-55 of the Act retroactively, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Company's noncompliance that are within the County's control.

#### (b) Recapitulation.

1. Legal name of each initial party to this Agreement:  
BorgWarner PDS (USA) Inc.
2. County and street address of the project(s) and property to be subject to this Agreement:  
  
15545 Wells Highway  
Seneca, SC 29678  
Oconee County, South Carolina
3. Minimum investment agreed upon:  
  
\$60,000,000.00

4. Length and term of this Agreement:  
30 years
5. Assessment ratio applicable for each year of this Agreement:  
6%
6. Millage rate applicable for each year of this Agreement:  
June 30, 2017 millage rate, which the parties believe to be 215.0 mills
7. Schedule showing the amount of the fee and its calculation for each year of this Agreement:  
Waived by the County and the Company.
8. Schedule showing the amount to be distributed annually to each of the affected taxing entities:  
Waived by the County and the Company.
9. Statements:
  - (a) The Project is to be located in a multi-county park.
  - (b) Disposal of property, subject to Payments-in-Lieu-of-Taxes is allowed.
  - (c) For the Project, beginning with the tax year 2017, Special Source Revenue Credits will be provided as follows: (i) Special Source Revenue Credits in the amount of 35% for years 1-30 of FILOT Payments for the Project in the Multi-County Park; and (ii) an additional Special Source Revenue Credit in the amount of \$9,000.00 per year (provided for so long as the Company or any of its affiliates occupies the former Propex Fabrics building owned by the City of Seneca) for years 1-30 of FILOT Payments for the Project in the Multi-County Park.
  - (d) Payment will not be modified using a net present value calculation.
  - (e) Replacement property provisions will apply.
10. Any other feature or aspect of this Agreement which may affect the calculation of items (7) and (8) of this Recapitulation.  
Waived by the County and the Company.

11. Description of the effect upon the schedules required by items (7) and (8) of this Recapitulation of any feature covered by items (9) and (10) not reflected in the schedules for items (7) and (8):

Waived by the County and the Company.

12. Which party or parties to this Agreement are responsible for updating any information contained in this Recapitulation:

Waived by the County and the Company.

**Section 1.02. Definitions.** In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings, unless the context or use indicates another or different meaning or intent.

“*Act*” or “*Simplified FILOT Act*” shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

“*Administration Expenses*” shall mean the reasonable and necessary expenses including ordinary and reasonable attorneys’ fees, which shall not exceed \$5,000.00 absent extraordinary and unforeseen circumstances incurred by the County with respect to the Project and this Agreement; provided, however, that no such expense shall be considered an Administration Expense unless the County furnishes to the Company a statement in writing indicating the reason such expense has been or will be incurred and either estimating the amount of such expense or stating the basis on which the expense has been or will be computed.

“*Agreement*” shall mean this Agreement, as originally executed and from time to time supplemented or amended as permitted herein, dated as of [\_\_\_\_\_], 2017.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof unless the context clearly requires otherwise.

“*Company*” shall mean BorgWarner PDS (USA) Inc., a Delaware corporation, any predecessor in interest, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets permitted hereunder; or any other assignee hereunder which is designated by the Company and approved or ratified by the County. Except as required by law, the County’s subsequent approval or ratification of an assignee hereunder shall not be required if the subsequent Assignee is a member of the Controlled Group.

“*Company Affiliate*” shall mean any affiliate of the Company which would qualify as a sponsor affiliate within the meaning of that term as defined and used in Section 12-44-30(20) of the Code; provided, however, that such affiliate must be specifically approved by the County as a sponsor affiliate and must agree in writing to be bound by this Agreement as to any investment by such sponsor affiliate to be subject to FILOT Payments hereunder, in order to be a Company Affiliate.

“*Controlled Group*” shall mean the Company and all Company Affiliates.

“*County*” shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

“*County Council*” shall mean the governing body of the County and its successors.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue.

“*Economic Development Property*” shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property, if any, within the meaning of that term as defined and used in Sections 12-44-30(6) and 12-44-40(C) of the Code.

“*Equipment*” shall mean all machinery, equipment, furnishings, and other personal property acquired by the Controlled Group and installed as part of the Project during the Investment Period in accordance with this Agreement.

“*Event of Default*” shall mean an Event of Default as defined in Section 11.01 hereof.

“*FILOT*” or “*Negotiated FILOT*” shall mean the fee-in-lieu of taxes, which the Company is obligated to pay to the County pursuant to Section 5.01 hereof.

“*FILOT Payments*” shall mean the payments to be made by the Company pursuant to Section 5.01 hereof.

“*FILOT Revenues*” shall mean the revenues received by the County from the Company’s payment of the FILOT.

“*Investment Period*” shall mean the period beginning with the first day that the Controlled Group purchased or purchases Economic Development Property comprising all or part of the Project and ending on the date that is ten (10) years from the end of the property tax year in which this Agreement is executed by the Company and the County, the statutory five (5) year investment period being herein extended by agreement of the County and the Company pursuant to Section 12-44-30(13) of the Code.

“*Land*” shall mean the real estate upon which the Project is to be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

“*Multi-County Park*” shall mean the multi-county industrial/business park established pursuant to a qualifying agreement with Pickens County, dated January 16, 2007, as amended.

“*Multi-County Park Act*” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“*Negotiated FILOT Payment*” shall mean the FILOT due pursuant to Section 5.01(b) hereof with respect to that portion of the Project consisting of Economic Development Property.

“*Non-Qualifying Property*” shall mean that portion of the Project consisting of: (i) property as to which the Company or any members of the Controlled Group incurred

expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; and (ii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof.

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“*Project*” shall have the meaning set forth in the recital hereto and shall include (i) the buildings and other improvements on the Land to the extent placed thereon by the Company or any member of the Controlled Group including water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment; and (ii) any Replacement Property.

“*Released Property*” shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in Article VII hereof, and any infrastructure which the Company dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

“*Replacement Property*” shall mean all property installed in or on the Land in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01(f) hereof and Section 12-44-60 of the Code.

“*Special Source Revenue Credits*” shall mean the special source revenue credits offered pursuant to Section 5.01(b) hereof.

“*State*” shall mean the State of South Carolina.

“*Term*” shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

“*Transfer Provisions*” shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.03. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County makes the following representations and warranties to the Company as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) The County, based on representations of the Company, has determined that the Project will sub-serve the purposes of the Act, and has made all other findings of fact required by the Act in order to designate the Project as Economic Development Property.

(c) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(d) This Agreement has been duly executed and delivered on behalf of the County.

(e) The County agrees to use its commercially reasonable efforts to cause the Land to be located within the Multi-County Park, and the County will diligently take all commercially reasonable acts to ensure that the Project will continuously be included within the boundaries of the Multi-County Park or another multi-county park in order that the maximum tax benefits afforded by the laws of the State for projects in the County located within multi-county industrial parks will be available to the Company.

(f) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

Section 2.02. Representations and Warranties by Company. The Company makes the following representations and warranties to the County as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation validly existing and in good standing under the laws of the State of Delaware and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing the Company to locate the Project within Oconee County and the State.

(c) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration



board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) The Company is committed to invest \$60,000,000.00 in land, buildings and real and personal property, including machinery and equipment, at the Project by the end of the Investment Period.

(e) The property tax year of the Company for federal income tax purposes begins January 1 and ends the following December 31.

(f) No event has occurred and no condition currently exists with respect to the Company, which would constitute an Event of Default, as defined herein.

(g) The Company intends to operate the Project as a manufacturing facility and for such other purposes permitted under the Act as it may deem appropriate. The Project constitutes a “project” and “economic development property” as provided under the Act.

### ARTICLE III

#### UNDERTAKINGS OF THE COUNTY

Section 3.01. Agreement to Accept FILOT Payments. The County hereby agrees to accept FILOT Payments made by the Company in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

Section 3.02. No Warranties by County. The Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for the Company’s purposes or needs. No representation of the County is hereby made regarding compliance by the Project or any Person with laws regulating: (i) the construction or acquisition of the Project; (ii) environmental matters pertaining to the Project; (iii) the offer or sale of any securities; or (iv) the marketability of title to any property.

Section 3.03. Execution of Lease. The parties acknowledge that the intent of this Agreement is to afford the Company the benefits of the Negotiated FILOT Payments in consideration of the Company’s decision to locate the Project within Oconee County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that a court of competent jurisdiction holds that the Simplified FILOT Act is unconstitutional or that this Agreement or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect or should the parties determine that there is a reasonable doubt as to the validity or enforceability of this Agreement in any material respect, then the County, upon the provision by the Company of evidence acceptable to the County that the Project is free from environmental contamination and the conveyance of good title to the Project to the County at the expense of the Company, agrees to lease the Project to the Company pursuant to the Simplified FILOT Act and, to the extent permitted under the law in effect at such

time, use its commercially reasonable efforts to ensure that the Company receives the benefits of the Negotiated FILOT as contemplated by this Agreement.

In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this Section 3.03 unless the Company has otherwise complied with, or provides satisfactory evidence to the County that it intends to comply with, its obligations and responsibilities under this Agreement.

Section 3.04. Multi-County Park Status. The County agrees to use its commercially reasonable efforts to keep the Land in the Multi-County Park for the term of this Agreement, *provided, however*, the County may place the Land in another multi-county park established pursuant to the Multi-County Park Act so long as the Land is continuously included within the boundaries of a multi-county park established pursuant to the Multi-County Park Act.

#### ARTICLE IV

#### INVESTMENT BY COMPANY IN PROJECT; MAINTENANCE AND MODIFICATION OF PROJECT

Section 4.01. Investment by Company in Project. For the Project, only (and not for any other investments committed by the Company to the County), the Company has agreed to invest \$60,000,000.00 in land, buildings and real and personal property, including machinery and equipment, at the Project by the end of the Investment Period.

Section 4.02. Reporting and Filing. (a) The Company agrees to provide a copy of Form PT-443 filed with the Department of Revenue to the County Economic Development Director, the County Assessor and the County Auditor and the County Treasurer not later than thirty (30) days after execution and delivery of this Agreement by both parties hereto. Each year during the term of this Agreement, the Company shall deliver to the County Auditor, County Treasurer, and County Assessor a copy of their most recent annual filings made with the Department of Revenue with respect to the Project, not later than thirty (30) days following delivery thereof to the Department of Revenue

(b) The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in paragraph (a) (collectively, "Filings").

(c) Notwithstanding any other provision of this Section, the Company may designate with respect to any Filings delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. To the maximum extent permitted by law, the County shall conform to all written requests made by the Company with respect to maintaining the confidentiality of such designated segments. If the County receives a request for information under Title 30, Chapter 4 of

the Code, the County shall notify the Company of the request and, subject to the time constraints imposed by such law, give the Company the opportunity to designate those portions of the Project, which the Company believes to be confidential or proprietary. To the extent permitted by law, the County shall not release information which has been designated as confidential or proprietary by the Company.

Section 4.03 Modification of Project.

(a) As long as no Event of Default exists hereunder, the Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company may, at its own expense, add to the Project any real and personal property as the Company in its discretion deems useful or desirable.

(ii) In any instance where the Company, in its discretion, determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County; as such may be permitted under the Simplified FILOT Act.

(iii) The Company may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in Section 5.01) set forth in this Agreement, and thereafter such property will be considered Non-Qualifying Property and will be subject to FILOT Payments as set forth in Section 5.01(b) hereof.

ARTICLE V

PAYMENTS IN LIEU OF TAXES

Section 5.01. Payments in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Company shall pay annually, with respect to the Project, a FILOT in the amount calculated as set forth in this Section, on or before the date, and at the places, in the manner, and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes.

(b) The FILOT Payment due with respect to each property tax year shall equal or include, as applicable:

(i) with respect to any portion of the Project consisting of Non-Qualifying Property, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such Non-Qualifying Property were it taxable giving effect to all credits, exemptions, rebates

and abatement that would be available if such undeveloped land or Non-Qualifying Property were taxable; plus

(ii) with respect to those portions of the Project consisting of Economic Development Property, for each of the thirty (30) consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) below (a "Negotiated FILOT"); less

(iii) (i) a Special Source Revenue Credit in the amount of thirty-five percent (35%) of the payments described in the foregoing subsection (ii) for years 1-30 of the Term of such payments for the Project; and (ii) an additional Special Source Revenue Credit in the amount of Nine Thousand Dollars (\$9,000.00) per year (which shall be provided for so long as the Company or any of its affiliates occupies the former Propex building currently owned by the City of Seneca) for years 1-30 of the Term of such payments for the Project.

(c) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on (1) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code), (2) a fixed millage rate equal to the millage rate in effect at the Project site, for all taxing entities, on June 30, 2017, which the parties hereto believe to be 215.0 mills for the Project; and (3) a fixed assessment ratio of six (6%) percent. All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) Subject always to the provisions of Section 5.01(h) hereof, the FILOT payments are to be recalculated:

(i) to reduce such payments in the event the Company disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03 hereof, by the amount applicable to the Released Property;

(ii) to increase such payments in the event the Company adds property (other than Replacement Property) to the Project; or

(iii) to adjust such payments if the Company elects to convert any portion of the Project from the Negotiated FILOT to the FILOT required by Section 5.01(b) above, as permitted by Section 4.03(a)(iii).

(e) Upon the Company's installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by the Company, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Replacement Property does not have to serve the same function as Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes that would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT payment for the period of time remaining on the respective FILOT period for the property which it is replacing.

(ii) The new Replacement Property which qualifies for the Negotiated FILOT payment shall be recorded using its income tax basis, and the Negotiated FILOT Payment shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT payment.

(f) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that such payments be reformed so as to afford the Company the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Company may, at the Company's expense, exercise the rights granted by Section 12-44-160 of the Code – but never lower than the benefits provided through this Agreement, and never at greater expense to the County, absent the further written approval of the County Council. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County agree that the Company shall pay an alternate fee-in-lieu of tax calculated in the manner set forth in Section 5.01(b) hereof. In such event, the Company shall be entitled, to the extent permitted by law: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive credit, if any there be and to the extent permitted by law by reason of the fact that the Oconee County School District received larger allocations of funds than it would have received if the Project had theretofore been taxed at the assessment ratio of 10.5% of fair market value.

(g) In the event that the investment in the Project in land, buildings, and real and personal property, including machinery and equipment, by the Company does not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) by the end of the

Investment Period, the Negotiated FILOT Payments will revert retroactively to payments equivalent to what the *ad valorem* taxes would have been with respect to the property absent this Agreement, taking into account exemptions and/or abatements from property taxes that would have been available to the Company under the Code, including, if applicable and lawful, but not limited to, any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code, less the total amount of Negotiated FILOT Payments actually made by the Company. Interest shall be payable on the difference between the actual FILOT Payments made and the *ad valorem* taxes that would have been payable with respect to the property absent this Agreement as set forth in the FILOT Act, but no other penalty shall be asserted against the Company, except to the extent required by South Carolina law.

(h) Any amounts due to the County under this Section 5.01 by virtue of the retroactive application of Section 5.01(g) hereof shall be paid within thirty (30) days, following written notice thereof from the County to the Company.

## ARTICLE VI

### PAYMENT OF EXPENSES BY COMPANY

Section 6.01. Payment of Administration and Legal Expenses. The Company will pay to the County from time to time amounts equal to the Administration Expenses of the County promptly upon written request therefor, but in no event later than forty-five (45) days after receiving written notice from the County specifying the nature of such expenses and requesting payment of the same. The Company shall also pay all usual and reasonable attorney's fees incurred by the County in connection with this Agreement, the Inducement Resolution or Agreement and all other related documents necessary to provide the Company with the incentives provided herein and therein. The attorney fees payable hereunder shall be limited to a total of Five Thousand Dollars (\$5,000.00) absent extraordinary circumstances, which shall be brought to the attention of the County and the Company once such fees approach the capped limit.

Section 6.02. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments or payments of Administration Expenses hereunder, the Company agrees to pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes or for non-payment of FILOT Payments.

## ARTICLE VII

### CASUALTY AND CONDEMNATION

Section 7.01. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, and subject, always, to the provisions of Section 5.01

hereof, the Company, in its sole discretion, may determine whether or not to repair or replace the same. The parties hereto agree that if the Company decides not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project, subject to the terms and provisions of Section 5.01(h) hereof.

## ARTICLE VIII

### PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project for any lawful purpose authorized pursuant to the Act.

Section 8.02. Indemnification. (a) The Company shall and agrees to indemnify and save the County, including the members of the governing body of the County, and the employees, officers and agents of the County (herein collectively referred to as the "Indemnified Parties") harmless against and from all claims by or on behalf of any Person, firm, company or legal entity arising from the conduct or management of, or from any work or thing done on the Project during the Term, and, Company further, shall indemnify and save the Indemnified Parties harmless against and from all claims arising from any act, error or omission occurring during the Term from: (i) any condition of the Project, (ii) any breach or default on the part of Company in the performance of any of its obligations under this Agreement, (iii) any act of the Company or any of its agents, contractors, servants, employees or licensees, related to the Project, (iv) any act of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, related to the Project, or (v) any environmental violation, condition, or effect of, upon or caused by the Project. Company shall indemnify, defend and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from an Indemnified Party, Company shall defend it in any such action, prosecution or proceeding, with counsel reasonably acceptable to the County.

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the execution of this Agreement, by reason of the performance of any act requested of it by the Company, or by reason of the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any Person, firm, corporation or other legal entity, arising out of the same, and all costs and expenses, including, but not limited to, attorneys fees, incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company shall obtain the prior written consent of the County to settle any such

claim unless such claim is for monetary damages for which the Company has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

The indemnity specified in this Section shall be in addition to any heretofore extended by the Company to any Indemnified Party and shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

## ARTICLE IX

### FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Transfers of Interest in Agreement and Economic Development Property; Transfers of Equity Interests; Financing Arrangements. The Transfer Provisions shall apply to this Agreement and the Economic Development Property, except as otherwise provided in this Agreement. Pursuant to the Transfer Provisions, the County's prior approval or subsequent ratification of the transfer of this Agreement or any Economic Development Property to which this Agreement relates may be evidenced by a letter or other writing of the County Administrator. To the extent permitted by the Act, the County approves that equity interests in the Company may be transferred (directly or through merger, consolidation or other reorganization) to another Person at any time, with or without notice to the County; provided, however, that in the event of such a transfer, the Company shall maintain its legal existence and duly perform and comply with the terms of this Agreement. Pursuant to the Transfer Provisions, the Company may enter into lending, financing, security, leasing, or similar arrangements, or succession of such arrangements, with a financing entity concerning all or part of the Project at any time. Any release of liability of the Company in connection with any transfer shall be subject to the County's consent, not to be unreasonably withheld, and the County's consent to such release may be evidenced by a resolution adopted by the County Council of the County to that effect.

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge that the County's right to receive FILOT Revenues hereunder shall have a first priority lien status pursuant to Section 12-44-90 of the Code, and Chapters 4 and 54 of Title 12 of the Code. The County consents and agrees that its rights under this Agreement, except for its rights to receive FILOT Payments or any other amounts payable to the County hereunder, Administration Expenses and indemnification pursuant to Section 8.05, shall be subordinate to the rights of the secured party or parties under any financing arrangements undertaken by the Company with respect to the Project pursuant to Section 9.01 hereof, such subordination to be



effective without any additional consent or action on the part of the County; provided, however, that the County hereby agrees to, at the Company's expense, execute such agreements, documents, and instruments as may be helpful or reasonably required by such secured party or parties to effectuate or document such subordination. The County hereby authorizes the then-current County Administrator to execute such agreements, documents, and instruments as necessary or useful therefor.

## ARTICLE X

### TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder. The Project has a term of thirty (30) years. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02. Termination. The County and the Company may agree to terminate this Agreement at any time, or the Company, may, at its option, terminate this Agreement at any time upon providing the County thirty (30) days' notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. In the event of termination during the Investment Period prior to the Company's satisfaction of the investment requirement set forth in Section 5.01(h) hereof, the Project shall be subject retroactively to *ad valorem* taxes as provided in Section 5.01(f), and any amounts due to the County as a result thereof shall be due and payable as provided in Section 5.01(i) hereof. The County's rights to receive payment for such retroactive *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

## ARTICLE XI

### EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Company. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company:

- (a) if default shall be made in the due and punctual payment of any FILOT Payments, indemnification payments, or Administration Expenses, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; or
- (b) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default, provided, the

Company shall have such longer period of time as necessary to cure such default if the Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence and is prevented from completing such cure by reasons beyond the Company's control.

Notwithstanding anything herein to the contrary, the failure of the Company to meet any capital investment requirements set forth herein shall not be deemed to be an Event of Default under this Agreement.

Section 11.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default and the expiration of any applicable cure periods, the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate this Agreement by delivery of written notice to the Company not less than thirty (30) days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pertaining to the construction, acquisition, or maintenance of the Project; or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance. Provided, however, that anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County.

## ARTICLE XII

### MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Company of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers or remedies.

Section 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 12.03. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Oconee County  
c/o Oconee County Administrator  
415 South Pine Street  
Walhalla, SC 29691

*With a copy to:*

Mr. Richard Blackwell  
Executive Director, Oconee Economic Alliance  
528 Bypass 123, Suite G  
Seneca, SC 29678  
rblackwell@oconeesc.com  
(864) 638-4210

(b) As to the Company:

Mr. Mike Lynch  
Controller  
BorgWarner PDS (USA) Inc.  
15545 Wells Highway  
Seneca, SC 29678  
MLynch@borgwarner.com  
(864) 985-0568

*With a copy to:*

Ms. Stephanie L. Yarbrough  
Womble, Carlyle, Sandridge & Rice, LLP  
5 Exchange Street  
Charleston, SC 29401  
styarbrough@wcsr.com  
(843) 720-4621

Section 12.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 12.05. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 12.06. Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.07. Headings and Table of Contents: References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 12.08. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 12.09. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 12.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

***[SIGNATURE PAGE TO FOLLOW]***

IN WITNESS THEREOF, the parties hereto, each after due authorization, have executed this Fee-in-Lieu of Tax Agreement to be effective as of the \_\_ day of \_\_\_\_\_, 2017.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: \_\_\_\_\_  
Name: Edda Cammick  
Title: Chair, Oconee County Council

ATTEST:

By: \_\_\_\_\_  
Name: Katie Smith  
Title: Clerk to Oconee County Council

BORGWARNER PDS (USA) INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Exhibit A

### LEGAL DESCRIPTION

All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Oconee, Township of Seneca, containing 78.176 acres, more or less, and shown and more fully described by metes and bounds on plat of survey thereof made by R. Jay Cooper, P.E. & L.S. dated April 6, 1990, which plat is recorded in the office of the Register of Deeds for Oconee County, SC, in Plat Book A-54, pages 9 and 10 and which is incorporated herein by reference.

LESS AND EXCEPT that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Oconee, Township of Seneca containing 4,684 square feet, more or less, as shown and more fully described on Exhibit A of the Corrective Deed-Title to Real Estate (attached hereto as Exhibit A-1) conveyed to the South Carolina Department of Transportation, superseding the Corrective Deed-Title to Real Estate conveyed to the South Carolina Department of Transportation, dated October 24, 2002 and recorded in the office of the Register of Deeds for Oconee County, SC, in Deed Book 1261 at page 171, and also superseding that Title to Real Estate conveyed to the South Carolina Department of Transportation, dated April 24, 2002 and recorded in the office of the Register of Deeds for Oconee County, SC, in Deed Book 1223 at page 93 and re-recorded in Deed Book 1466 at page 243.

AND LESS AND EXCEPT that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Oconee, Township of Seneca containing 8.482 acres, more or less, as shown and more fully described on a plat thereof prepared by James G. Hart, RLS #6674, dated April 25, 1997 and recorded in the office of the Register of Deeds for Oconee County, SC, in Plat Book A874 at page 2.

This is the property conveyed to BorgWarner TorqTransfer Systems, Inc., by Deed of Oconee County, recorded in the Office of the Register of Deeds, Oconee County, SC, in Deed Book 1215 at page 335 and corrected by Deed of Oconee County, recorded in the Office of the Register of Deeds, Oconee County, SC, in Deed Book 1220 at page 286.

AND LESS AND EXCEPT that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Oconee, Township of Seneca containing 0.083 acres, more or less, as shown and more fully described on a plat thereof prepared by Gregory Blake Sosebee, PLS #14818, dated April 2, 2007 and recorded in the office of the Register of Deeds for Oconee County, SC, in Plat Book B262 at page 5.

This is the property conveyed to BorgWarner TorqTransfer Systems, Inc., by Deed of Oconee County, recorded in the Office of the Register of Deeds, Oconee County, SC, in Deed Book 1659 at page 142.

The property conveyed herein is a portion of the same property conveyed to Oconee County by deed of Borg-Warner Automotive Powertrain Systems Corporation dated October 7, 1996 and

recorded in the office of the Register of Deeds for Oconee County, SC, in Deed Book 883 at page 327 on October 11, 1996.

TMS #'s 253-00-03-079 and 253-00-03-074





**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

**ORDINANCE 2017-20**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF  
A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY  
AS LESSOR AND THE FOOTHILLS ALLIANCE AS LESSEE; AND OTHER  
MATTERS RELATED THERETO.

**WHEREAS**, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts; and

**WHEREAS**, the County desires to execute and enter into a Real Property Lease Agreement (the "Lease") with The Foothills Alliance ("Lessee") in relation to certain real property, including all improvements thereon, located at 102 Lura Lane, Walhalla, South Carolina, as shown on Exhibit "A" attached hereto (the "Premises"); and

**WHEREAS**, Lessee endeavors to use the Premises for various programs centered around providing support to those impacted by physical and/or psychological abuse and trauma; and

**WHEREAS**, the Premises are suitable for the uses proposed by Lessee; and

**WHEREAS**, the Oconee County Council (the "Council") has reviewed the form of the Lease, attached hereto as Exhibit "B," and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and the Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto.

**NOW THEREFORE**, be it ordained by Council in meeting duly assembled that:

Section 1. Lease Approved. The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit "B," attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

**Section 3. Severability.** Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

**Section 4. General Repeal.** All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

**Section 5. Effective Date.** This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2017.

**ATTEST:**

\_\_\_\_\_  
Clerk to Oconee County Council  
Katie Smith

\_\_\_\_\_  
Edda Cammick  
Chair, Oconee County Council

First Reading: August 15, 2017  
Second Reading: September 5, 2017  
Third Reading: September 19, 2017  
Public Hearing: September 19, 2017

EXHIBIT A

*See Attached*

**EXHIBIT B**

*To Be Provided*

BOUNDARY SURVEY FOR

# OCONEE COUNTY

TOWN OF WALHALLA, OCONEE COUNTY, SOUTH CAROLINA

STEPHEN R. EDWARDS & ASSOCIATES, INC.  
1433 W. WALN ST. - WEST UNION, S.C. - 29386  
(804) 716-1128

DATE: 06-29-2011

JOB NUMBER: 17-198



I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND PRELIMS OR COLLISIONS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN, AND SO THERE ARE NO UNDISCOVERED ENCUMBRANCES, PROJECTIONS OR OBTUSIONS AFFECTING THE PURITY OF THIS SURVEY.

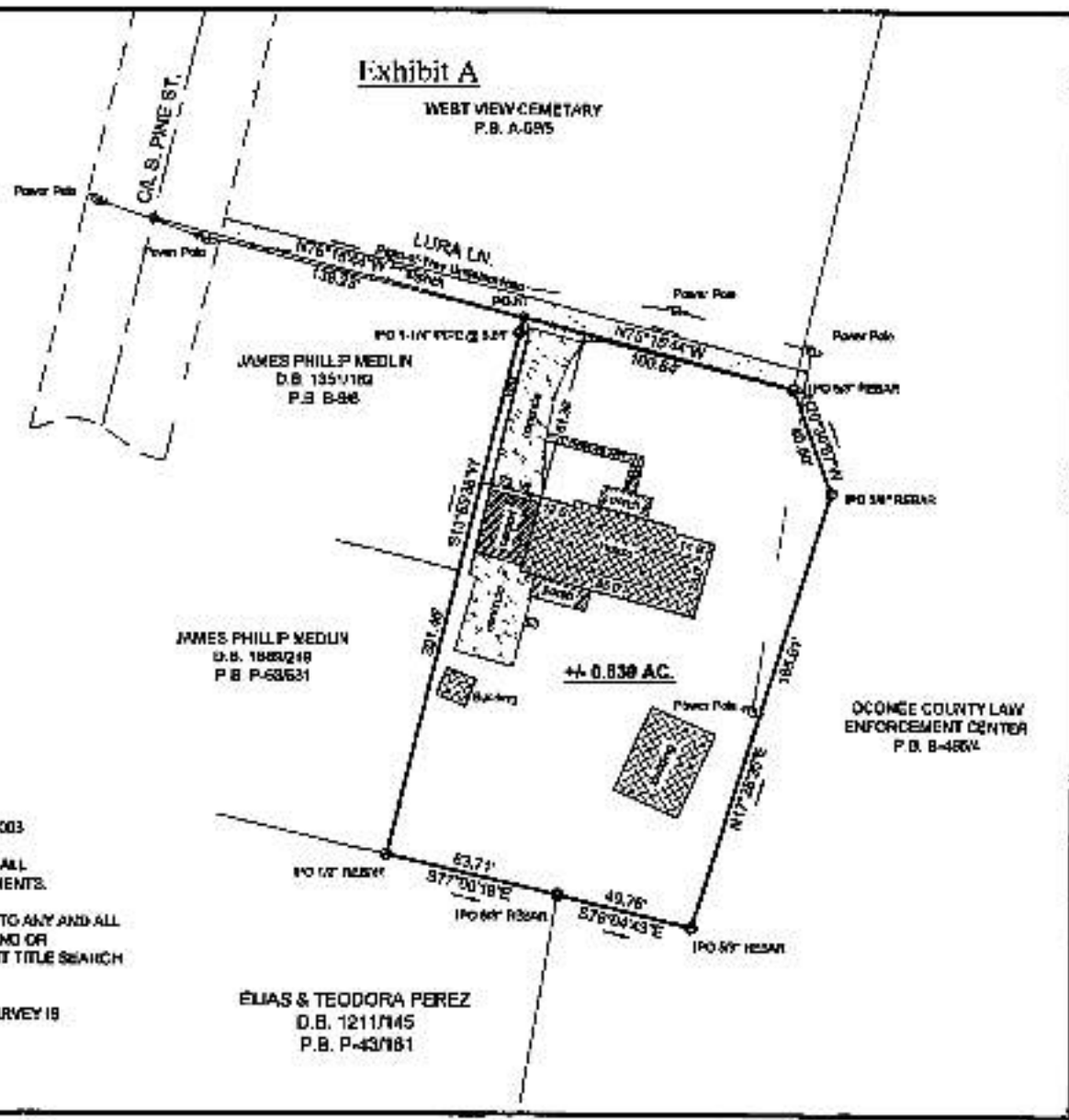
*Stephen R. Edwards*  
STEPHEN R. EDWARDS PLS NO. 10881

EXEMPTION FROM REVIEW PROCESS  
THIS PLAT IS A REVISION OF AN EXISTING  
PROJECT OF RECORD WITH NO CHANGES TO  
EXISTING PROPERTY LINES.



### NOTES

- 1) REFERENCES  
- D.B. 2010 PG. 39  
- P.D. B-147 PG. 5  
- TAX MAP NUMBER: 800-19-01-003
- 2) ACREAGE SHOWN INCLUDES ALL RIGHT-OF-WAYS AND DR EASEMENTS.
- 3) THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHT-OF-WAYS AND OR RESTRICTIONS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
- 4) ANY WARRANTY FOR THIS SURVEY IS NON-TRANSFERABLE.



ELIAS & TEODORA PEREZ  
D.B. 1211/145  
P.B. P-43/161

OCONEE COUNTY LAW ENFORCEMENT CENTER  
P.B. B-4864

**EXHIBIT B**

**REAL PROPERTY LEASE AGREEMENT**

between

**THE COUNTY OF OCONEE, SOUTH CAROLINA**

as Lessor

and

**THE FOOTHILLS ALLIANCE**

as Lessee

## **REAL PROPERTY LEASE AGREEMENT**

**THIS REAL PROPERTY LEASE** (“Lease”) is made and entered into by **THE COUNTY OF OCONEE, SOUTH CAROLINA**, as lessor (“Lessor”) and **THE FOOTHILLS ALLIANCE** as lessee (“Lessee”), dated as of \_\_\_\_\_, 2017 (the “Lease Commencement Date”).

### **RECITALS:**

**WHEREAS**, Lessor is the owner of that certain real property, including all improvements thereon, located at 102 Lura Lane, Walhalla, South Carolina, as shown and designated as on the Boundary Survey prepared by Stephen Edwards, PLS #19881, dated June 26, 2017, and recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_, records of Oconee County, said survey being attached hereto as Exhibit “A” (the “Premises”); and

**WHEREAS**, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the Premises; and

**WHEREAS**, Lessee desires to lease the Premises from Lessor for various programs centered around providing support to those impacted by physical and/or psychological abuse and trauma.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

### **ARTICLE 1 - DEMISE OF PREMISES**

Section 1.1. **Premises**. Lessor, for and in consideration of the rents, covenants, and conditions herein set forth, does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Premises, subject to all easements, restrictions, rights of way, and encroachments of record and subject to the terms, conditions, and provisions hereof.

Section 1.2. **Quiet Enjoyment**. Lessor covenants and agrees that Lessee, upon paying the rent herein provided and observing and keeping the covenants, conditions, and terms of this Lease on Lessee’s part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Premises during the “Term” (as hereinafter defined) of this Lease without hindrance of Lessor or any person claiming under Lessor. Notwithstanding the foregoing, Lessee’s rights established under this Lease are subject to Lessor’s rights to use the Premises as provided herein. Lessor hereby retains the right to enter upon and inspect the Premises at reasonable times and upon reasonable notice; and, Lessor further reserves the right to enter upon the Premises, without prior notice, in the event of an emergency condition or situation, as reasonably determined by Lessor.

### **ARTICLE 2 - LEASE TERM**

Section 2.1. **Lease Term**. The term of this Lease (the “Term”) shall commence on the Lease Commencement Date and shall continue through the day immediately preceding the tenth (10<sup>th</sup>) anniversary of the Lease Commencement Date, unless earlier terminated as provided herein.

Section 2.2. **Reversion**. At the expiration or earlier termination of this Lease, whether by default, eviction, or otherwise, all improvements/infrastructure existing upon the Premises shall, without compensation to Lessee or any other party, then become or remain, as the case may be, the sole property of Lessor or Lessor’s designee, free and clear of all claims to or against them by Lessee or any third person attributable to Lessor or Lessee, and all claims, liens, security interests, and encumbrances, other than those claims that are attributable to any act or omission of Lessor or

created hereafter in accordance with the terms of this Lease. All alterations, improvements, additions, and utility installations which may be made on the Premises shall be the property of Lessor and shall remain upon and be surrendered with the Premises at the expiration or earlier termination of this Lease. Notwithstanding the foregoing, any machinery or equipment owned by Lessee or any sublessee, other than that which is permanently affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Lessee or any sublessee, as may be applicable, and may be removed; provided, however, that Lessee removes or causes its removal prior to the expiration of the Lease or prior to the effective date of termination of the Lease, whichever is applicable.

### **ARTICLE 3 - RENT, TAXES, AND UTILITIES**

Section 3.1. **Rent.** In consideration for use of the Premises, Lessee shall pay Lessor the sum of ten dollars (\$10.00) upon execution of the Lease as rent for the full Term of the Lease.

Section 3.2. **Taxes.** Lessee shall be responsible for any and all taxes, fees, assessments, and charges, if any, that are attributable to the Premises and the improvements and activities located thereon during the Term.

Section 3.3. **Utilities.** Lessee shall be responsible for all charges incurred for water, heat, gas, electricity, trash disposal, and any and all other utilities used by Lessee at Premises.

Section 3.4. **No Security Deposit.** No security deposit is required hereunder.

Section 3.5. **Costs.** It is the intent of the parties, except as otherwise provided in this Lease, that Lessee pay all costs, charges, insurance premiums, taxes, utilities, expenses, and assessments arising during the Term of every kind and nature incurred for, against, or in connection with the Premises.

### **ARTICLE 4 - USE OF PREMISES**

Section 4.1. **Permitted Uses.** Lessor shall allow Lessee, its agents, employees, successors, assigns, and sublessees to use the Premises for various programs centered around providing investigation and support to those impacted by physical and/or psychological abuse and trauma, including child abuse prevention, education, and counseling; child advocacy; and sexual trauma services for both children and adults (collectively, the "Permitted Uses"). Lessee and its sublessees, successors, and assigns shall only use the Premises for the Permitted Uses unless written consent for any other purpose is given by the Lessor, which consent shall not be unreasonably withheld.

### **ARTICLE 5 – HAZARDOUS MATERIALS**

Section 5.1. Throughout the Term, Lessee and Lessee's employees, agents, sublessees, invitees, licensees, and contractors shall not cause, permit, or allow any substances, chemicals, materials, or pollutants (whether solid, liquid, or gaseous) deemed to be toxic or hazardous or the manufacture, storage, transport, or disposal of which is regulated, governed, restricted, or prohibited by any federal, state, or local agency or authority, or under any federal, state, or local law, ordinance, rule, or regulation related to the environment, health, or safety (collectively, "Environmental Laws"), including, without limitation, any oil, gasoline, petroleum, petroleum by-products, hazardous substances, toxic substances, hazardous waste, asbestos, or asbestos containing materials (collectively, "Hazardous Materials"), to be handled, placed, stored, dumped, released, manufactured, used, transported, or located on, in, under, or about the Premises. Notwithstanding the foregoing, Lessee shall not be prohibited from handling, placing, storing,



using and transporting Hazardous Materials that are required to be used by Lessee consistent with the Permitted Uses, so long as such materials are handled, used, stored and transported in accordance with applicable laws and regulations.

Section 5.2. Lessee shall give Lessor immediate written notice of any problem, spill, discharge, threatened discharge, or discovery, or claim thereof, of any Hazardous Materials on or about the Premises.

#### **ARTICLE 6 – IMPROVEMENTS**

Section 6.1. Improvements and Alterations. Lessee shall not undertake to materially improve, alter, or change the exterior or interior of the Premises without prior written consent of Lessor. All alterations, additions, and improvements made in or to the Premises shall, unless otherwise provided by written agreement, be the property of Lessor and remain and be surrendered with the Premises, and Lessee waives all claim for damages to or loss of any property belonging to the Lessee that may be left in or upon the Premises, or which is attached thereto and/or becomes a fixture.

#### **ARTICLE 7 – MAINTENANCE**

Section 7.1. Maintenance, Repairs, and Upkeep Provided by Lessee. Lessee shall be responsible for all necessary repairs and maintenance to the exterior and interior of the Premises, including all structural, mechanical, electrical, plumbing, and building envelope components of the Premises. Lessee shall ensure that the interior and exterior of the Premises, including all landscaping, are kept in clean and sanitary condition and are neat and orderly in appearance. Lessee shall be responsible for any abuse or destruction of the Premises not due to ordinary wear and tear.

Section 7.2. As Is Condition of the Premises. The Premises is presented to Lessee by Lessor without representation or warranty as to the condition of the Premises in general, or as to Lessee's contemplated uses specifically, and Lessee is accepting the Premises as is, with all faults.

#### **ARTICLE 8 – LIENS**

Section 8.1. Prohibition of Liens. Lessee shall not suffer, create, or permit any mechanic's liens or other liens to be filed against the Premises, or any part thereof, by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee.

#### **ARTICLE 9 – CONDEMNATION**

Section 9.1. Condemnation. In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking or conveyance made in lieu thereof and Lessor and Lessee shall thereupon be released from any further duties or obligations hereunder. If a portion of the Premises is taken, or conveyance made in lieu thereof, then Rent shall be equitably apportioned according to the portion of Premises so taken, and Lessee shall, at its own expense, restore the remaining portion of Premises to operate as a Permitted Use. All compensation awarded or paid upon such a total or partial taking of Premises shall belong to and be the property of Lessor without any participation by Lessee; provided, however, Lessee shall have the right to pursue a

collateral action seeking recovery of its costs and expenses associated with the termination of the Lease.

## **ARTICLE 10 - ASSIGNMENT AND SUBLETTING**

Section 10.1. **Limitation on Assignment and Subletting.** Lessee may not sell, assign, sublease, convey, or transfer all or substantially all of Lessee's interest in this Lease and the leasehold estate created hereby, without the prior written consent of Lessor, which consent will not be unreasonably withheld or delayed. Any assignment, sublease, conveyance, or transfer of Lessee's interest in this Lease shall be subject to compliance with the provisions of this Lease. In the event of an assignment, sale, or transfer of all, or substantially all, of Lessee's interest in this Lease, any such assignee, buyer, or transferee shall be required to assume in writing all of the Lessee's obligations and shall be bound by all of the terms of this Lease.

## **ARTICLE 11 – INSURANCE AND INDEMNITY**

Section 11.1. **Comprehensive Liability Insurance.** Lessee shall maintain a policy of Comprehensive General Liability (CGL) insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of South Carolina, covering the use and activity contemplated by this Lease with combined single limits of no less than One Million and 00/100 (\$1,000,000) Dollars per occurrence and One Million and 00/100 (\$1,000,000) Dollars aggregate, with Two Million and 00/100 (\$2,000,000) Dollars umbrella coverage, by the terms of which Lessor and Lessee, and any holder of a mortgage on the Premises or Lessee's leasehold interest, are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Premises, or any structure thereon or any part thereof. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by Lessor. A certificate of said insurance, together with proof of payment of the premium thereof shall be delivered to Lessor, and renewal certificates and proof of payment of premium therefor shall be delivered to Lessor not less than fifteen (15) days prior to the renewal date of any such insurance policies during the Term. Such insurance shall be cancelable only after thirty (30) days' prior written notice to Lessor and Lessee, and any holder of a mortgage on the Premises. In the event Lessee fails to timely pay any premium when due, Lessor shall be authorized to do so, and may charge all costs and expenses thereof, including the premium, to Lessee, to be paid by Lessee as additional rent hereunder.

Section 11.2. **Fire and Property Insurance.** Lessor shall, at its cost and expense and at all times during the Term, maintain in force a policy of insurance insuring the Premises and any improvements/infrastructure thereon against loss or damage by such perils as are covered under its policy with the South Carolina Insurance Reserve Fund.

Section 11.3. **Waiver of Subrogation.** Lessee and all parties claiming under it releases and discharges Lessor from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by the casualty and liability insurance to be carried on the Premises or in connection with any improvements/infrastructure on or activities conducted on the Premises, and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, and shall evidence such waiver by endorsement to the required insurance policies, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage (provided that in the case of

increased cost, Lessor shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect).

Section 11.4. Additional Insurance: Lessor will not be responsible for any loss to personal property of Lessee, or Lessee's, guests, invitees, licensees, sublessees, or others entering the Premises, due to fire, theft, or any other damages, including any acts of nature. Lessor will maintain coverage as indicated in Section 11.2, but Lessee understands that such insurance does not cover personal property due to loss and that it is the Lessee's responsibility to obtain insurance to cover such property.

Section 11.5. Indemnification. Lessee hereby agrees to indemnify, protect, defend, and hold Lessor and its officers, Council members, employees, agents, attorneys, successors, and assigns harmless from and against any and all losses, damages, actions, fines, penalties, demands, damages, liability, and expense, including attorneys' fees and costs through litigation and all appeals, in connection with the loss of life, personal injury, and damage to property, resulting (in whole or in part) from the negligence or intentional misconduct of Lessee, its employees, agents, or sublessees and arising from or out of (i) any occurrence in, upon, at or about the Premises and/or (ii) the occupancy, use, or construction upon and maintenance of the Premises. Nothing contained herein shall be construed to make Lessee liable for any injury or loss primarily caused by the gross negligence or willful misconduct of Lessor or any agent or employee of Lessor.

Section 11.6. Insurance Requirements for Sublessees. Lessee shall require its sublessees to carry customary insurance required of lessees in similar properties and activities. Lessee shall require its sublessees to include Lessor and Lessee as additional insureds on their commercial general liability policies (or equivalent policies). Lessee shall obtain a waiver of subrogation endorsement in all policies in favor of Lessor and Lessee.

## **ARTICLE 12 - DAMAGE AND DESTRUCTION**

Section 12.1. Damage to or Destruction of Project - Insurance. In the event the Premises is damaged or destroyed, in whole or in part, so as to make it unusable for the purposes intended, to the extent insurance is available and it is commercially reasonable to do so, Lessor agrees to rebuild the Premises in substantially the same form as it existed at the time of the damage or destruction, within one year from the date of damage or destruction.

## **ARTICLE 13 - DEFAULTS AND REMEDIES**

Section 13.1. Defaults. Each of the following events shall be a default by Lessee and a breach of this Lease and constitute an "Event of Default":

- (a). Abandonment. Abandonment of the Premises, or the improvements/infrastructure now or hereafter constructed thereon, where such abandonment continues for a period of one hundred and twenty (120) consecutive days. Such abandonment shall not include any time that the Premises are vacated due to a casualty.
- (b). Attachment or Other Levy. The subjection of any right or interest of Lessee in the Premises to attachment, execution, or other levy, or to seizure under legal process, if not released within sixty (60) days, after written notice of same.
- (c). Default of Performance Under this Lease. The failure of Lessee to observe or perform

any of its material covenants, conditions, or agreements under this Lease; or the material breach of any warranties or representations of Lessee under this Lease.

- (d). Insolvency; Bankruptcy. An assignment by Lessee for the benefit of creditors, or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending time for payment, adjustment or satisfaction of Lessee's liabilities; or reorganization, dissolution, or arrangement on account of, or to prevent bankruptcy or insolvency; unless, in case of such that are involuntary on Lessee's part, the assignment, proceedings, and all consequent orders, adjudications, custodies and supervisions are dismissed, vacated, or terminated within sixty (60) days after the assignment, filing or other initial event.

Section 13.2. Notice and Right to Cure. Lessee shall have sixty (60) days to cure a default after written notice is given by Lessor to Lessee, specifying the nature of the default; provided, however, that if after exercise of due diligence and its best efforts to cure such default Lessee is unable to do so within the sixty (60) day period, then the cure period may be extended, upon written agreement by Lessor, for a such reasonable time as may be deemed necessary by Lessor to cure the default.

Section 13.3. Remedies. If any default by Lessee shall continue uncured by Lessee upon expiration of the applicable cure period, Lessor may exercise any one or all of the following remedies in addition to all other rights and remedies provided by law or equity, from time to time, to which Lessor may resort cumulatively or in the alternative:

- (a). Termination of Lease in its Entirety. Lessor may, at Lessor's election, terminate this Lease upon thirty (30) days written notice to Lessee. Thereafter, all of Lessee's rights in the Premises and in and to all improvements/infrastructure located thereon shall terminate upon termination of this Lease. Promptly upon any such termination, Lessee shall surrender and vacate the Premises and any other improvements/infrastructure located thereon, and Lessor may re-enter and take possession of the Premises and all improvements/infrastructure located thereon. Termination under this paragraph shall not relieve Lessee from any claim for damages previously accrued, or then accruing, against Lessee.
- (b). Re-entry Without Termination. Lessor may, at Lessor's election, re-enter the Premises and improvements/infrastructure located thereon, and without terminating this Lease, at any time, relet the Premises and improvements/infrastructure thereon, or any part(s) of them, for the account, and in the name of Lessee or otherwise, all upon rates and terms determined by Lessor, without hereby obligating Lessor to relet the Premises or make an effort to relet either or both of them in whole or in part, at any time. Any reletting may be for the remainder of the Term or for any longer or shorter period. Lessor shall have the further right, at Lessor's option, to make such reasonable and necessary alterations, repairs, replacements, and/or restorations which shall not operate or be construed to release Lessee from liability hereunder. No act by or on behalf of Lessor under this provision shall constitute a termination of this Lease unless Lessor gives Lessee written notice of termination.
- (c). Lessee's Personal Property. Lessor may, at Lessor's election, use Lessee's personal property and trade fixtures or any of such property and fixtures left on the Premises after termination or expiration of this Lease without compensation and without liability for use or damage, or Lessor may store them for the account and at the cost of Lessee. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item, or for the same item at a later time.
- (d). Appointment of Receiver. Lessor may, if Lessor elects to file suit to enforce this Lease

and/or protect its rights hereunder, in addition to the other remedies provided in this Lease and by law, have the appointment of a receiver of the Premises and the improvements/infrastructure thereon.

Section 13.4. Remedies Cumulative. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Lessor from time to time at its election, and nothing contained herein shall be deemed to require Lessor to postpone suit until the date when the term of this Lease would have expired nor limit or preclude recovery by Lessor against Lessee of any sums or damages which, in addition to the damages particularly provided above, Lessor may lawfully be entitled by reason of any default hereunder on the part of Lessee. All of the remedies hereinbefore given to Lessor and all rights and remedies given to it at law and in equity shall be cumulative and concurrent.

Section 13.5. Lessee's Liability After Default. If Lessee shall default in the performance of any of its obligations under this Lease, Lessor, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Lessee, without notice in a case of emergency, and in any other case only if such default continues after the expiration of the curing period applicable under this Lease. Any reasonable expenses incurred by Lessor in connection with any such performance, and all reasonable attorneys' fees (subject to §15-77-300 of the South Carolina Code of Laws, 1976, *as amended*), including appellate, bankruptcy, and post-judgment proceedings involved in collecting or endeavoring to collect the rent or any additional rent or any part thereof or enforcing or endeavoring to enforce any rights against Lessee or Lessee's obligations hereunder, shall be due and payable upon Lessor's submission of an invoice therefor. All sums advanced by Lessor on account of Lessee under this Section, or pursuant to any other provision of this Lease, and all rent, if delinquent or not paid by Lessee and received by Lessor when due hereunder, shall bear interest at the rate of twelve percent (12%) per annum from the due date thereof until paid and the same shall be and constitute additional rent and be due and payable upon Lessor's demand therefor.

Section 13.6. Holdover. If Lessee remains in possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, Lessee shall become a Lessee at sufferance. Notwithstanding that Lessor may allow Lessee to continue in possession after the expiration or earlier termination of this Lease, neither that nor the provisions of this Section shall constitute a waiver of any of Lessor's rights under this Section or this Lease.

#### **ARTICLE 14 - SURRENDER AND REMOVAL**

Section 14.1. Surrender of Possession. Upon the expiration of the Term or any earlier termination thereof, Lessee shall surrender to Lessor possession of the Premises and all improvements/infrastructure constructed located and installed thereon. If Lessee is not then in default under any of the covenants and conditions hereof, Lessee may remove, or cause to be removed, all personal property and equipment of Lessee, other than permanent fixtures, from the Premises prior to the expiration or effective date of termination of this Lease; thereafter all such personal property and equipment not removed shall belong to Lessor without the payment of any consideration.

Section 14.2. Lessee's Quitclaim. Upon the expiration of the Term, or any earlier termination of this Lease, Lessee agrees to execute, acknowledge, and deliver to Lessor, if requested by Lessor, a proper instrument in writing, releasing and quitclaiming to Lessor all right, title and interest of Lessee in and to the Premises and all improvements/infrastructure thereon.

**ARTICLE 15 – GENERAL PROVISIONS**

Section 15.1. Conditions and Covenants. All of the provisions of this Lease shall be deemed as running with the land, and construed to be “conditions” as well as “covenants” as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

Section 15.2. Survival. All representations and warranties of Lessee or Lessor under this Lease shall survive the expiration or sooner termination of this Lease for acts occurring prior to expiration or termination of this Lease.

Section 15.3. No Waiver of Breach. No failure by either Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 15.4. Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 15.5. Notices. Unless otherwise specifically provided in this Lease or by law, any and all notices or other communications required or permitted by this Lease or by law to be served on, given to, or delivered to any party to this Lease shall be writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

LESSOR:

Oconee County  
415 South Pine Street  
Walhalla, SC 29691  
Attn: County Administrator

with a copy to:

Oconee County  
415 South Pine Street  
Walhalla, SC 29691  
Attn: County Attorney

LESSEE:

Tracy Whitten Bowie  
Foothills Alliance  
216 E. Calhoun St.  
Anderson, SC 29621

with a copy to:

Ginger Eaton  
4007 Clemson Blvd.  
Anderson, SC 29621.

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

Section 15.6. Gender. The use herein of (1) any gender includes all others, and (2) the singular number includes the plural and vice-versa, whenever the context so requires.

Section 15.7. Captions. Captions in this Lease are inserted for convenience of reference only and do not define, describe, or limit the scope or the intent of this Lease or any of the terms hereof.

Section 15.8. Waiver; Amendment. No modification, waiver, amendment, discharge, or change of this Lease shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

Section 15.9. Attorney's Fees. If either party retains an attorney to enforce or interpret this Lease, the prevailing party shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorneys' fees and costs incurred through litigation, bankruptcy proceedings and all appeals. This provision is subject to §15-77-300 of the South Carolina Code of Laws, 1976, *as amended*.

Section 15.10. Time. Time is of the essence of each obligation of each party hereunder.

Section 15.11. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of South Carolina, without regard to conflict of law principles.

Section 15.12. Binding Effect. Subject to any provision of this Lease that may prohibit or curtail assignment of any rights hereunder, this Lease shall bind and inure to the benefit of the respective heirs, assigns, personal representatives, and successors of the parties hereto.

Section 15.13. Execution of Other Instruments. Each party agrees that it shall, upon the other's request, take any and all steps, and execute, acknowledge and deliver to the other party any and all further instruments necessary or expedient to effectuate the purpose of this Lease.

Section 15.14. Severability. If any term, provision, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable or is otherwise challenged and determined to be invalid, illegal, or incapable of being enforced as a result of any rule of law or public policy issued by an administrative or judicial forum that is not subject to further appeal or is not actually appealed, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. In such event or if an opinion of counsel is provided to the effect that this Lease is not so enforceable, the parties hereto shall negotiate in good faith to modify this Lease so as to effect the original intent of the parties as closely as possible and to comply with applicable law, regulations, or published governmental interpretations thereof, in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 15.15. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument.

Section 15.16. Estoppel Certificate. Either party shall execute, acknowledge, and deliver to the other party, within twenty (20) days after requested by the other party, a statement in writing certifying, if such is the case, that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified); the date of the commencement of this Lease; any alleged defaults and claims against the other party; and such other information as shall be reasonably requested.

Section 15.17. Memorandum of Lease. Lessor and Lessee shall execute and acknowledge a memorandum of this Lease for the purpose of recordation. The memorandum of this Lease shall be in the form attached hereto as Exhibit "B" and incorporated herein by reference.

Section 15.18. Dispute Resolution; Waiver of Trial by Jury. Any conflict, dispute or grievance (collectively, "Conflict") by and between Lessor and Lessee shall be submitted to mediation before initiating court proceedings. The mediator selected to conduct the mediation must be mutually

agreed upon by Lessor and Lessee. Unless the parties otherwise agree, the mediator must be certified in South Carolina state and federal courts and have experience in matters forming the basis of the Conflict. The site for the mediation shall be Oconee County, South Carolina, and the mediation hearing shall be held within thirty (30) days of the selection of the mediator, unless otherwise agreed. Each party shall bear its own expenses associated with the mediation and the parties shall split the fees and expenses of the mediator evenly. Failure to agree to the selection of a mediator or failure to resolve the Conflict through mediation will entitle the parties to pursue other methods of dispute resolution, including without limitation, litigation. Notwithstanding any other provision contained herein, nothing in this Agreement shall be construed as requiring either party to participate in mediation prior to initiating court proceedings in which a temporary restraining order or preliminary injunction is sought. In such situations, the parties shall conduct mediation within thirty (30) days after the hearing on such motions or within such other time as is prescribed by the Court.

LESSOR AND LESSEE MUTUALLY, EXPRESSLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, OR ARISING OUT OF ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS. THIS WAIVER IS A MATERIAL INDUCEMENT OF LESSEE AND LESSOR TO ENTER INTO THIS LEASE.

***SIGNATURE PAGE TO FOLLOW***



**IN WITNESS WHEREOF**, this Lease has been executed on the respective dates set forth below.

IN THE PRESENCE OF:

LESSOR:

**THE COUNTY OF OCONEE, SOUTH  
CAROLINA**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LESSEE:

**THE FOOTHILLS ALLIANCE**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**PREMISES (SEE ATTACHED)**





**EXHIBIT A**  
**(TO MEMORANDUM OF LEASE)**

LEASE PREMISES

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY**

**ORDINANCE 2017-21**

AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO DUKE ENERGY CAROLINAS, LLC FOR THE PURPOSE OF LOCATING AND MAINTAINING ELECTRIC AND/OR COMMUNICATION FACILITIES ON COUNTY-OWNED PROPERTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of a parcel of land located at 223 Kenneth Street, Walhalla, South Carolina, TMS: 500-24-01-001, containing approximately 9.47 acres ("County Property"); and

WHEREAS, Duke Energy Carolinas, LLC ("DEC") wishes to acquire from the County, and the County wishes to grant to DEC, certain easement rights for, generally and without limitation, the construction, operation, and maintenance of electric and/or communication facilities on the County Property; and

WHEREAS, the form, terms, and provisions of the easement as contained in the "Easement" agreement now before the Oconee County Council ("Council"), a copy of which is attached hereto as Exhibit "A," are acceptable to Council for the purpose of giving effect to the easement rights; and

WHEREAS, while the Easement is considered a "floating" easement, it will generally encompass an area being thirty (30) feet wide for the overhead portion of DEC facilities and twenty (20) feet wide for the underground portion of DEC facilities together with an area ten (10) feet wide on all sides of the foundation of any DEC enclosure/transformer, vault, or manhole, all as generally shown on the attached Exhibit "B"; and

WHEREAS, Section 4-9-30(2) of the Code of Laws of South Carolina authorizes the County to transfer or otherwise dispose of interests in real property.

NOW, THEREFORE, be it ordained by Council, in meeting duly assembled, that:

1. Council hereby approves the easement, subject to and in conformity with the provisions of the Easement agreement.

2. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Easement agreement on behalf of the County in substantially the same form as attached hereto as Exhibit "A," or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel, such Administrator's approval to be deemed given by his execution of the Easement agreement.

3. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the easement in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.

4. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the

remaining terms and provisions of this Ordinance, all of which are hereby deemed separable.

5. All orders, resolutions, ordinances, and enactments of the Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by the Oconee County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**ATTEST:**

\_\_\_\_\_  
Katie Smith  
Clerk to Oconee County Council

\_\_\_\_\_  
Edda Cammick  
Chair, Oconee County Council

First Reading: August 15, 2017  
Second Reading: September 5, 2017  
Third Reading: September 19, 2017  
Public Hearing: September 19, 2017

Exhibit A

SOUTH CAROLINA  
OCONEE COUNTY

EASEMENT

Prepared By: Angelica Hall  
Return To: Duke Energy  
Attn: Nancy Shallcross  
425 Fairforest Way  
Greenville, SC 29607

THIS EASEMENT ("Easement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
("Effective Date"), from OCONEE COUNTY, SOUTH CAROLINA, ("GRANTOR," whether one or more), to Duke Energy Carolinas, LLC, a North Carolina limited liability company ("DEC"); its successors, licensees, and assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEC, its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in City of Walhalla, Oconee County, South Carolina, Parcel No. 500-24-01-001, containing 9.47 acres, more or less, described in a deed from WEST UNION REALTY, L.L.P., a South Carolina Limited Liability Partnership to OCONEE COUNTY, SOUTH CAROLINA, dated December 21, 2006, recorded in Deed Book 1554, Pages 276-277, and shown on plat dated December 4, 2006, and recorded in Plat Book B181, Page 1, Oconee County Register of Deeds. (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, guy wires, anchors, underground conduits, enclosures/transformers, vaults and manholes, and other appurtenant apparatus and equipment (the "Facilities") within an easement area being thirty (30) feet wide for the overhead portion of said facilities and twenty (20) feet wide for the underground portion of said facilities together with an area ten (10) feet wide on all sides of the foundation of any DEC enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEC and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEC: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEC); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEC, might interfere with or fall upon the Facilities; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e) all other rights and privileges reasonably necessary or convenient for DEC's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.



TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

OCONEE COUNTY

By: \_\_\_\_\_  
T. Scott Moulder, Oconee County Administrator

Witnesses:

\_\_\_\_\_  
(Witness #1)

\_\_\_\_\_  
(Witness #2)

ATTEST:

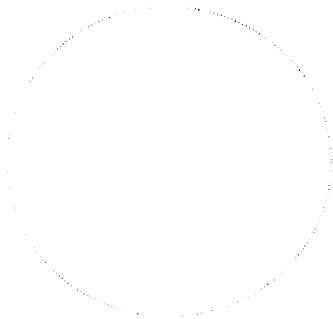
\_\_\_\_\_  
Clerk

(Affix Official Seal)

SOUTH CAROLINA, \_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, South Carolina, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

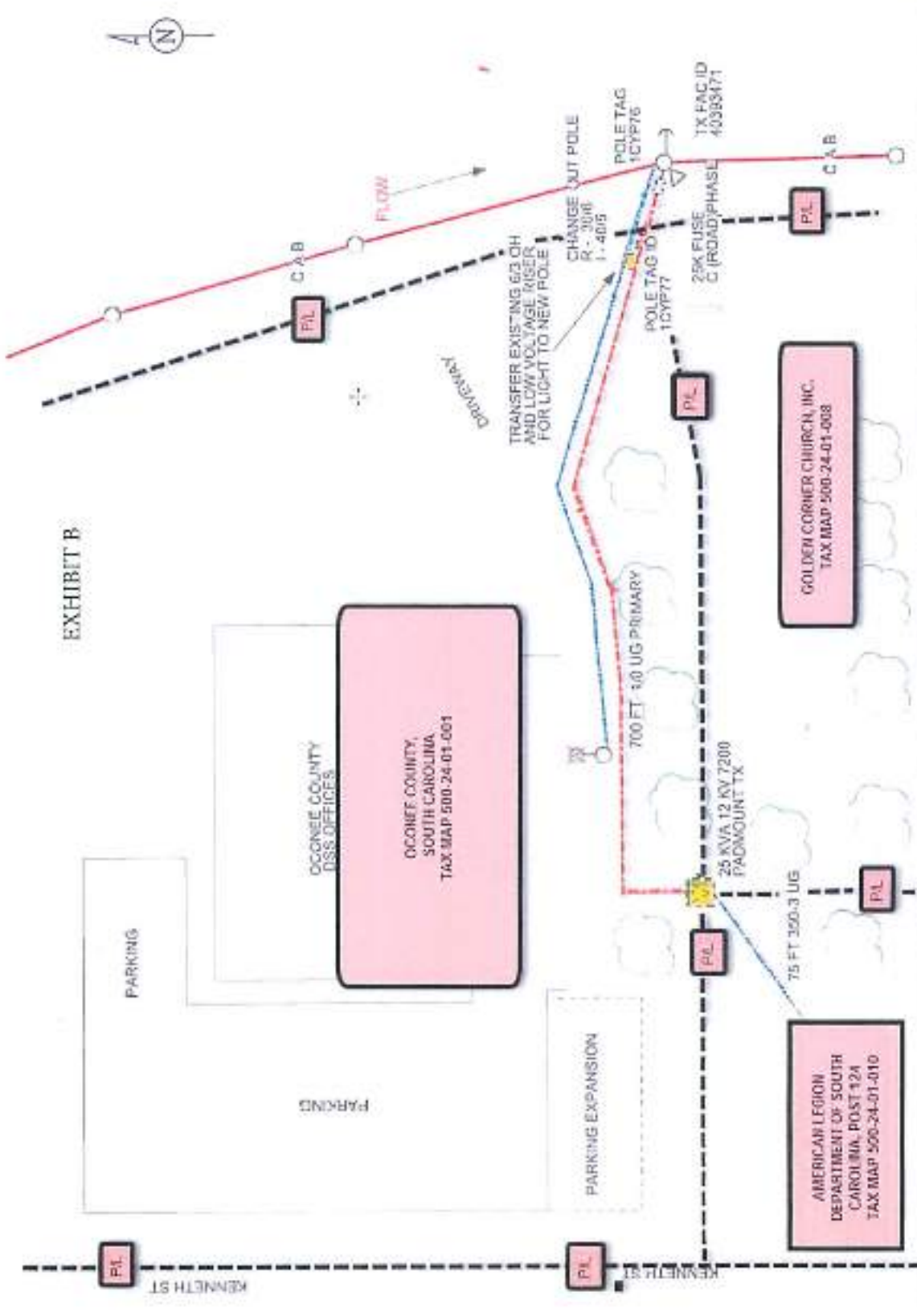
USP: 80 T FUSE E. MAIN ST AND KENNETH ST  
 USP: STATION BREAKER  
 USP: BRANCH RD RETAIL  
 USP: 327 35489  
 USP:



Safety Reminders / Adverse Conditions  
 ? WORK WILL BE DONE OFF ROAD  
 ? OFF ROAD PARKING  
 ?  
 ?

Work Zone General Comments: Double click to edit

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Customer Name/ID	8584870100
Location	242238
Work Order Number	2016276
Customer Contact	AMERICAN LEGION
Customer Phone	352 322 2551
Job Site Address	311 GLENHURST
City	RAVENNA, GA
County	COCONO
State	GA
Designer	LAWRENCE TAYLOR
Designer Phone	858 722 2551
Please check to add additional notes and labels to drawings.	



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

**ORDINANCE 2017-22**

AN ORDINANCE AMENDING ARTICLE III OF CHAPTER 26 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, NAMELY AS TO THE ELIMINATION OF THE SCENIC HIGHWAY COMMITTEE AND THE SUBSTITUTION OF THE PLANNING COMMISSION TO CARRY OUT ALL DUTIES AND FUNCTIONS FORMERLY BELONGING TO THE SCENIC HIGHWAY COMMITTEE; AND OTHER MATTERS RELATED THERETO.

**WHEREAS**, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its governing body, the Oconee County Council (the "County Council"), has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "Code of Ordinances"), as amended, from time to time; and

**WHEREAS**, the County, acting by and through the County Council, is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code, 1976, as amended, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and

**WHEREAS**, Article III of Chapter 26 of the Code of Ordinances establishes a program to designate highways located in Oconee County as Scenic Highways; and

**WHEREAS**, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, Article III of Chapter 26 of the Code of Ordinances in order to eliminate the Scenic Highway Committee and place the essential duties and functions of that committee with the Oconee County Planning Commission; and

**WHEREAS**, County Council has therefore determined to modify Chapter 26 of the Code of Ordinances, and to affirm and preserve all other provisions of the Code of Ordinances not specifically or by implication amended hereby.

**NOW, THEREFORE**, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Article III of Chapter 26 of the Code of Ordinances, entitled *A PROGRAM TO DESIGNATE OCONEE COUNTY'S SCENIC HIGHWAYS; ESTABLISHED*, is hereby revised, rewritten, and amended to read as set forth in Exhibit "A," which is attached hereto and

incorporated herein by reference. (The changes to Article III of Chapter 26 are shown in “redline” form in the version attached hereto as Exhibit “B.”)

2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

4. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force and effect.

5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2017.

**ATTEST:**

\_\_\_\_\_  
Katie D. Smith,  
Clerk to Oconee County Council

\_\_\_\_\_  
Edda Cammick  
Chair, Oconee County Council

First Reading: August 15, 2017  
Second Reading: September 5, 2017  
Third Reading: September 19, 2017  
Public Hearing: September 19, 2017

## EXHIBIT A

### Sec. 26-151. - Oconee County Scenic Highways.

Highways located within Oconee County, South Carolina and found to be of special value to the citizens may be designated as Scenic Highways pursuant to the rules, regulations, and criteria set forth below.

### Sec. 26-152. - Definitions.

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

*Highway* means all those roads, streets and highways within the federal, state or Oconee County Highway System.

*Intrinsic qualities* means those significant tangible and intangible resources found within a scenic corridor that are known to be distinct within the region. "Intrinsic qualities" include:

- (1) *Scenic*: The composition of features that are regionally representative, associative or inspirational. These features are memorable, distinct, visually impressive, and continuous across the view.
- (2) *Historic*: Landscapes and structures that educate and stir an appreciation for the legacy of Oconee County's past.
- (3) *Cultural*: Activities or objects that represent unique and distinctive expressions of community life, customs or traditional ways and identify a place, region or culture.
- (4) *Recreational*: Passive and active leisure activities directly dependent on the scenic qualities of the area and usually associated with outdoor recreation as we seek to refresh and renew our spirits.
- (5) *Natural*: Relatively undisturbed and visually pleasing natural areas and/or ecologically sensitive landscapes representing natural occurrences including landforms, water, vegetation and wildlife characteristics.
- (6) *Archaeological*: Sites, artifacts or structures recognized by the scientific or academic communities as being representative of past human life and activities.

*Scenic Highway* means a Highway or segment of a Highway receiving a designation as such pursuant to the provisions contained in this article and based on it deserving such recognition due to scenic vistas, cultural or historical significance, or other criteria specified by county council. All Scenic Highways shall be divided into two route categories:

- (1) Highways with limited development visible from the Highway, yet still retaining special characteristics worthy of preservation, shall be designated a Category I Scenic Highways .
- (2) Highways with little or no development visible from the Highway lying outside primary growth areas, shall be designated a Category II Scenic Highways.

Sec. 26-153. - Designation process.

- (a) Applications shall be submitted in writing to the Community Development Department by a sponsoring agency. Such agencies shall include, but are not limited to, a civic club, chamber of commerce, convention and visitor bureau, business, industry, municipal government, county government, or other organization. Submitted materials shall include a "Scenic Highway Corridor Management Plan" (see section 26-155, Appendix A).
- (b) Upon receipt of an application for the designation of a Highway as a Scenic Highway, the Oconee County Community Development Director or his designee shall forward the application to the staff liaison for the Planning Commission, who shall then place review of the application on the next appropriate Planning Commission agenda.
- (c) The Planning Commission shall review applications for compliance with the criteria for designating a Scenic Highway established in this article (see section 26-156, Appendix B). Upon completion of the review, the Planning Commission shall by vote determine a recommendation regarding the designation of the subject Highway. The Planning Commission's recommendation shall be forwarded to county council. In the event county council determines the proposed highway merits designation as a Scenic Highway, it shall so indicate its decision by ordinance.
- (d) Any highway proposed for designation as a Scenic Highway that is rejected for designation by county council, may not be proposed again for a period of one-year from the date of publication of the decision.

Sec. 26-154. - Regulations.

- (a) It shall be unlawful for any person other than the owner, owner's agent, or other individual with the full knowledge and consent of the owner of a property situated along the right-of-way of a designated and properly identified Scenic Highway to dig, pull up, gather, remove, cut, maim, break, or injure in any way a public or private property, to include any injury done by fires intentionally set, and to include any injury done to any wild, cultivated, or ornamental plants, shrubs, and trees. These provisions shall not apply where the acts hereby prohibited are done by or under the instructions of county or state authorities lawfully in charge of such public roads, highways or lands, or by a utility in the lawful pursuit of installation or maintenance of their facilities. Violation of this provision of this article shall be punishable by a fine not to exceed \$500.00 dollars.
- (b) The sponsoring organization or group submitting an application to the County for designation of a Highway as a Scenic Highway shall be responsible for the removal of trash along the portion of the Highway so designated as a Scenic Highway no fewer than three times each year. Permits and/or required notifications related to any and all activities inside a right-of-way shall be the responsibility of the sponsoring organization or group. Any individual taking part in trash removal duties, or any other activities related to the standards of this article, shall comply with any and all standards and practices utilized by the entity responsible for maintenance of the Highway.
- (c) A member of the county staff shall be designated by the county administrator to review the status of all county designated Scenic Highways every two years. In the event it is

determined that a route fails to meet the criteria established in this article, a report shall be made to the Planning Commission, which shall recommend a course of action to county council. Such recommendations include, but are not limited to, re-classification to a lower category and/or re-designation.

- (d) Regulations contained in this section shall apply equally to both Category I and Category II Scenic Highways; however, Category II Scenic Highways shall receive preference in the pursuit of funding to be utilized in maintaining and enhancing the intrinsic values leading to their designation.
- (e) All county rules and regulations concerning Scenic Highways shall apply immediately to a nominated Highway until a determination is made as to whether or not the Highway shall be designated a Scenic Highway. A determination of this issue must be made within six months of the county receiving an application.

Sec. 26-155. - Appendix A.

A Scenic Highway Corridor Management Plan shall include the following components:

- (1) A detailed description of the section of the Highway to be designated, including two or more of the intrinsic qualities as defined in this article; a specification as to how the Highway in question fits the criteria; an identification of any problem areas that may impact the Scenic Highway designation.
- (2) A marked map clearly indicating the section of the Highway the applicant is proposing for designation.
- (3) Photographs or videos of areas which the applicant considers to be of intrinsic value or significance.
- (4) Letters of support from citizens, businesses, civic groups, and other organizations.
- (5) A maintenance plan outlining proposed litter collection activities.
- (6) Any additional proposed actions intended to enhance and maintain the Highway if awarded designated.

Sec. 26-156. - Appendix B.

Criteria for designating a Highway as a Scenic Highway.

- (a) The Planning Commission shall consider the following in determining whether a Highway should be designated as a Scenic Highway.
  - (1) Intrinsic qualities (as defined by this article).
  - (2) Additional amenities and support (such as but not limited to):
    - (a) Hospitality features.
    - (b) Length of route.

- (c) General support for proposed route.
  - (d) Financial commitment.
  - (e) Role in regional/statewide strategy.
  - (f) Protective easements, zoning overlays, or other land use restrictions.
- (3) Features negatively impacting the Scenic qualities of the Highway, (such as but not limited to):
- (a) Junkyards/litter.
  - (b) Dilapidated/unattractive structures.
  - (c) Excessive advertising.
  - (d) Heavy traffic uses.
  - (e) Mining/lumbering scars.
  - (f) Heavy industry.
  - (g) Parallel and visible utilities along Highway.
  - (h) Landfills/other pollutants visible from route.
- (4) Feasibility of maintenance plan and responsibilities.



## EXHIBIT B

### Sec. 26-151. — ~~Oconee County Scenic H~~highways.

Highways located within Oconee County, South Carolina and found to be of special value to the citizens may be designated as ~~Oconee County~~ Scenic Highways pursuant to the rules, regulations, and criteria set forth below.

~~(Ord. No. 2007-21, § 1, 10-21-2008)~~

~~**Editor's note**—Please see Code Comparative Table for ordinances, not codified, affected by this Code section.~~

### Sec. 26-152. - Definitions.

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

~~*Committee* means the Oconee County Scenic Highway Committee as described in this document.~~

*Highway* means all those roads, streets and highways within the federal, state or Oconee County Highway System.

*Intrinsic qualities* means those significant tangible and intangible resources found within a scenic corridor that are known to be distinct within the region. "Intrinsic qualities" include:

- (1) *Scenic*: The composition of features that are regionally representative, associative or inspirational. These features are memorable, distinct, visually impressive, and continuous across the view.
- (2) *Historic*: Landscapes and structures that educate and stir an appreciation for the legacy of Oconee County's past.
- (3) *Cultural*: Activities or objects that represent unique and distinctive expressions of community life, customs or traditional ways and identify a place, region or culture.
- (4) *Recreational*: Passive and active leisure activities directly ~~dependent~~dependent on the scenic qualities of the area and usually associated with outdoor recreation as we seek to refresh and renew our spirits.
- (5) *Natural*: Relatively undisturbed and visually pleasing natural areas and/or ecologically sensitive landscapes representing natural occurrences including landforms, water, vegetation and wildlife characteristics.
- (6) *Archaeological*: Sites, artifacts or structures recognized by the scientific or academic communities as being representative of past human life and activities.

*Scenic H*highway means a Hhighway or segment of a Hhighway receiving a designation as such pursuant to the provisions contained in this article and based on it deserving such ~~of~~ recognition due to scenic vistas, cultural or historical significance, or other criteria specified by county council. All Sscenic Hhighways shall be divided into two route categories:

- (1) Highways Routes with limited development visible from the Highway roadway, yet still retaining special characteristics worthy of preservation, shall be designated a Category I Scenic Highways Route.
- (2) Highways Routes with little or no development visible from the Highway roadway lying outside primary growth areas, shall be designated a Category II Scenic Highways Route.

(Ord. No. 2007-21, § II, 10-21-2008)

Sec. 26-153. - Designation process.

- (a) Applications shall be submitted in writing to the Community Development Department planning department by a sponsoring agency. Such agencies shall include, but are not limited to, a civic club, chamber of commerce, convention and visitor bureau, business, industry, municipal government, county governments, or other organization. Submitted materials shall include a "Scenic Highway Corridor Management Plan" (see section 26-156, Appendix A).
- (b) Upon receipt of an application for the designation of a ~~road or h~~ Highway as an ~~Oconee County~~ Scenic Highway, the Oconee County Community Development Director or his designee shall forward the application to the staff liaison for the Planning Commission, who shall then place review of the application on next appropriate Planning Commission agenda. ~~Planning Director or his/her designee shall contact the committee, which shall schedule a meeting to review the application. Meetings of the committee shall be public meetings, and shall be advertised at least 14 days in advance in a newspaper of general circulation.~~
- (c) The ~~Planning Commission committee~~ shall review applications for compliance with the criteria for designating a Scenic H ~~highway~~ established in this article (see section 26-157, Appendix B). Upon completion of the review, the Planning Commission committee shall by vote determine a recommendation regarding the designation of the subject H ~~highway~~. The Planning Commission's recommendation shall be ~~reviewed by the planning commission, which shall forward a report~~ to county council. In the event county council determines the proposed highway merits designation as a Scenic H ~~highway~~, it shall so indicate its decision by resolution.
- (d) Any highway proposed for designation as a Scenic H ~~highway that is denied a positive recommendation by the committee, or~~ rejected for designation by county council, may not be proposed again for a period of one-year from the date of publication of the decision.

(Ord. No. 2007-21, § III, 10-21-2008)

Sec. 26-154. - Regulations.

- (a) It shall be unlawful for any person other than the owner, owner's agent, or other individual with the full knowledge and consent of the owner of a property situated along the right-of-way of a designated and properly identified county Scenic H ~~highway~~ to dig, pull up, gather, remove, cut, maim, break, or injure in any way a public or private property, to include any

injury done by fires intentionally set, ~~and to include any injury done to~~ any wild, cultivated, ~~or~~ ornamental plants, shrubs, and trees. These provisions shall not apply where the acts hereby prohibited are done by or under the instructions of county or state authorities lawfully in charge of such public roads, highways or lands, or by a utility in the lawful pursuit of installation or maintenance of their facilities. Violation of this provision of this article shall be punishable by a fine not to exceed \$500.00 dollars.

- (b) The sponsoring organization or group submitting an application to the County for designation of a ~~road-Highway~~ as an ~~Oconee County~~ Scenic Highway shall be responsible for the removal of trash along the portion of the ~~H~~highway so designated as a ~~S~~scenic ~~H~~highway no fewer than three times each year. Permits and/or required notifications related to any and all activities inside a right-of-way shall be the responsibility of the sponsoring organization or group. Any individual taking part in trash removal duties, or any other activities related to the standards of this article, shall comply with any and all standards and practices utilized by the entity responsible for maintenance of the ~~Highway~~roadway.
- (c) A member of the county staff shall be designated by the county administrator to review the status of all county designated ~~S~~scenic ~~H~~highways every two years. In the event it is determined ~~that~~ a route fails to meet the criteria established in this article, a report shall be made to the ~~Planning Commission~~committee, ~~which who~~ shall recommend a course of action to county council. Such recommendations include, but are not limited to, re-classification to a lower category; and/or ~~[r]e~~-designation.
- (d) Regulations contained in this section shall apply equally to both Category I and Category II Scenic Highways; however, Category II Scenic Highways shall receive preference in the pursuit of funding to be utilized in maintaining and enhancing the intrinsic values leading to their designation.
- (e) All county rules and regulations concerning ~~S~~scenic ~~H~~highways shall apply immediately to a nominated ~~road-or-h~~highway until a determination is made as to whether or not the ~~road-or-h~~highway shall be designated a ~~S~~scenic ~~H~~highway. A determination of this issue must be made within six months of the county receiving an application.

~~(Ord. No. 2007-21, § IV, 10-21-2008)~~

~~Sec. 26-155. - Oconee County Scenic Highway Committee.~~

~~The committee shall consist of seven members, each having primary residency in the county. The committee members shall serve at the pleasure of the organization that appoints the member. The following organizations shall appoint one member each to the committee:~~

- ~~(1) Keep Oconee Beautiful Association (KOBA).~~
- ~~(2) Concerned Citizens for Conservation.~~
- ~~(3) The Oconee County Arts and Historical Commission.~~
- ~~(4) Upstate Forever (Oconee Chapter).~~
- ~~(5) Oconee Alliance.~~

~~In addition, county council shall appoint two members at large from resident property owners in the county.~~

~~In the event that any organization named above fails to provide a representative willing or able to take part in the committee as needed, county council may replace the organization with a similar entity; also, any organization may terminate its position on the committee by sending a letter of resignation to county council, who will appoint a similar replacement.~~

~~(Ord. No. 2007-21, § V, 10-21-2008)~~

Sec. 26-1556. - Appendix A.

A Scenic Highway Corridor Management Plan shall include the following components:

- (1) A detailed description of the section of the ~~road or h~~Highway to be designated, including two or more of the intrinsic qualities as defined in this article; a specification as to Specify how the Highway road in question fits the criteria; ~~an identification of~~ identify any problem areas that may impact the Scenic Highway designation.
- (2) A marked map clearly indicating the section of the ~~road or h~~Highway the applicant is proposing for designation.
- (3) Photographs or videos of areas which the applicant considers to be of intrinsic value or significance.
- (4) Letters of support from citizens, businesses, civic groups, and other organizations.
- (5) A maintenance plan outlining proposed litter collection activities.
- (6) Any additional proposed actions intended to enhance and maintain the Highway if awarded designated.

~~(Ord. No. 2007-21, App. A, 10-21-2008)~~

Sec. 26-1567. - Appendix B.

Criteria for designating a ~~road or h~~Highway as an ~~Oconee County~~ Scenic Highway.

- (a) The Planning Commission committee shall consider the following in determining whether a ~~road or Highway~~ highway should be designated as a Scenic Highway.
  - (1) Intrinsic qualities (as defined by this article).
  - (2) Additional amenities and support (such as but not limited to):
    - (a) Hospitality features.
    - (b) Length of route.
    - (c) General support for proposed route.
    - (d) Financial commitment.
    - (e) Role in regional/statewide strategy.

- (f) Protective easements, zoning overlays, or other land use restrictions.
- (3) Features negatively impacting the Sscenic qualities of the Hhighway, (such as but not limited to):
  - (a) Junkyards/litter.
  - (b) Dilapidated/unattractive structures.
  - (c) Excessive advertising.
  - (d) Heavy traffic uses.
  - (e) Mining/lumbering scars.
  - (f) Heavy industry.
  - (g) Parallel and visible utilities along Hhighway, roadway.
  - (h) Landfills/other pollutants visible from route.
- (4) Feasibility of maintenance plan and responsibilities.

(Ord. No. 2007-21, App. B, 10-21-2008)

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STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**ORDINANCE 2017-23**

AUTHORIZING THE ISSUANCE AND SALE OF A NOT EXCEEDING \$530,000 GENERAL OBLIGATION REFUNDING BOND (KEOWEE FIRE TAX DISTRICT), SERIES 2017, OF OCONEE COUNTY, SOUTH CAROLINA FOR THE PURPOSE OF REFUNDING THE COUNTY'S GENERAL OBLIGATION BOND (KEOWEE FIRE TAX DISTRICT), SERIES 2007; FIXING THE FORM AND DETAILS OF THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BOND; AND OTHER MATTERS RELATING THERETO.

Enacted: September 19, 2017

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BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall have, for all purposes of this Ordinance and of any ordinance, resolution, certificate, opinion, instrument or other document herein or therein mentioned, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and *vice versa*. The term:

"2007 Bond Ordinance" shall mean Ordinance No. 2007-01 of the County enacted by the County Council on February 6, 2007, authorizing the issuance and sale of the Bond to be Refunded.

"Bondholder" or the term "Holder" or any similar term shall mean the registered owner the Series 2017 Bond.

"Bond to be Refunded" shall mean the County's \$1,200,000 original principal amount General Obligation Bond (Keowee Fire Tax District), Series 2007, currently outstanding in the principal amount of \$505,000.

"Books of Registry" shall mean the registration books maintained by the Registrar in accordance with Section 6 hereof.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"County" shall mean Oconee County, South Carolina.

"County Administrator" shall mean the Administrator of the County.

"County Council" shall mean the County Council of Oconee County, South Carolina.

"Escrow Agent" shall mean the escrow agent under the Escrow Agreement for the Bond to be Refunded.

"Escrow Agreement" shall mean the Escrow Agreement, if any, dated the date delivery of the Series 2017 Bond between the County and the Escrow Agent.

"Government Obligations" shall mean, to the extent permitted by Section 6-5-10 of the South Carolina Code or any other authorization relating to the investment of funds by the County, any of the following: (1) cash; (2) United States Treasury Obligations – State and Local Government Series; (3) United States Treasury bills, notes, bonds or zero coupon treasury bonds all as traded on the open market; (4) direct obligations of the U.S. Treasury which have been stripped by the Treasury itself, including CATS TIGRS and similar securities; (5) obligations of any agencies or instrumentalities which are backed by the full faith and credit of the United States of America; (6) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; (7) obligations of the Federal National Mortgage Association; (8) general obligations of the State or any of its political units which, at the time of purchase, carry an AAA rating from Standard & Poor's or an Aaa rating from Moody's Investors Service; or (9) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of the holder thereof.

"Interest Payment Date" shall mean April 1 and October 1 of each year, or such other date or dates as determined by the County Administrator, commencing on the date as determined by the County

Administrator.

"Ordinance" shall mean this Ordinance.

"Paying Agent" shall mean the County Treasurer or a bank appointed as paying agent pursuant to this Ordinance.

"Purchaser" shall mean the initial purchaser of the Series 2017 Bond.

"Refunding Act" shall mean Title 11, Chapter 15, Article 5 of the South Carolina Code.

"Registrar" shall mean the County Treasurer or a bank appointed as registrar pursuant to this Ordinance.

"Series 2017 Bond" shall mean the not exceeding \$530,000 General Obligation Refunding Bond (Keowee Fire Tax District), Series 2017 (or such other appropriate series designation as determined by the County Administrator), of the County authorized to be issued pursuant to this Ordinance.

"South Carolina Code" shall mean South Carolina Code of Laws 1976 as amended.

"State" shall mean the State of South Carolina.

SECTION 2. Findings and Determinations. The County Council hereby finds and determines:

(a) Pursuant to Section 4-9-10 of the South Carolina Code, the County operates under the Council-Administrator form of government and the County Council constitutes the governing body of the County.

(b) Pursuant to Section 4-9-30(5) of the South Carolina Code and an ordinance (the "County Ordinance") enacted on August 19, 2003, as amended, the County Council created the Keowee Fire Tax District (the "Keowee Fire Tax District") to provide fire protection services in a portion of the County.

(c) By virtue of Chapter 15 of Title 4, as supplemented by Section 11-27-40 of the South Carolina Code (collectively, the "Enabling Act"), the County is empowered to issue general obligation bonds for any "authorized purpose" as therein defined.

(d) Section 14(7) of Article X of the Constitution of the State of South Carolina (the "State Constitution") provides that the counties of the State may issue bonded indebtedness without regard to their constitutional debt limitation provided such bonded indebtedness is issued pursuant to Section 12 of Article X of the State Constitution. Section 12 of Article X of the State Constitution allows counties to incur bonded indebtedness for fire protection benefitting only a particular geographical section of the County provided that a special assessment, tax or service charge in an amount designed to provide debt service on bonded indebtedness or revenue bonds incurred for such purposes shall be imposed upon the area or persons receiving the benefit therefrom. In accordance therewith, the County has previously issued the Bond to be Refunded, and imposed an ad valorem tax, without limit, on the Keowee Fire Tax District sufficient to defray the debt service on the Bond to be Refunded.



(e) The Refunding Act authorizes and provides the procedure for the issuance of general obligation bonds whose proceeds are to be used to pay, in whole or in part, sums due on general obligation bonds previously issued and further provides that any issuer (defined to include a County) may issue general obligation bonds to such extent as such issuer shall be indebted by way of principal, interest, and redemption premium upon any outstanding general obligation bonds.

(f) The Bond to be Refunded is currently outstanding in the principal amount of \$505,000 and is subject to redemption at any time at the option of the County, in whole or in part, at the redemption price of par, together with accrued interest to the date fixed for redemption, upon 30 days written notice to the holder thereof

(g) Thus, with respect to the Series 2017 Bond, the Council may cause to be issued a general obligation bond in the aggregate principal amount of not exceeding \$530,000 to be repaid from an ad valorem tax imposed, without limit, on the Keowee Fire Tax District for the purpose of refunding the Bond to be Refunded and paying the costs of issuance of the Series 2017 Bond.

(h) Based on current market conditions and projections of savings, the County Council finds that it is in the best interest of the County to effect a refunding of the Bond to be Refunded because a savings can be effected through the refunding and redemption of such Bond to be Refunded. The County Council recognizes, however, that current market conditions may change and that, as of the date of enactment of this Ordinance, a determination cannot be made as to the amount of such savings, if any, that will be realized through the refunding of the Bond to be Refunded, and that the County Administrator is authorized and empowered to determine certain matters relating to such refunding as set forth in Section 4 of this Ordinance. If the rate of interest proposed by the anticipated Purchaser of the Series 2017 Bond authorized by this Ordinance does not result in satisfactory debt service savings (as determined by the County Administrator), the County Administrator will be authorized to reject the anticipated Purchaser's proposal for the purchase of the Series 2017 Bond and determine to not issue the Series 2017 Bond.

(i) The proceeds of the Series 2017 Bond authorized by this Ordinance shall be used to refund the Bond to be Refunded and to pay costs of issuance of the Series 2017 Bond. The issuance of the Series 2017 Bond authorized by this Ordinance for such purpose is necessary, and such Series 2017 Bond will be issued for a corporate purpose and a public purpose of the County.

(j) It is now in the best interest of the County to provide for the issuance and sale of the Series 2017 Bond in the principal amount of not exceeding \$530,000 to provide funds to refund the Bond to be Refunded and to pay costs of issuance of the Series 2017 Bond, and to authorize the Bond to be Refunded to be called for redemption on a date to be determined by the County Administrator.

**SECTION 3. Authorization of Series 2017 Bond.** Pursuant to the aforesaid provisions of the Constitution and the Refunding Act, there is hereby authorized to be issued a not exceeding \$530,000 General Obligation Refunding Bond of the County (the "Series 2017 Bond"), the proceeds of which will be used to effect a refunding of the Bond to be Refunded and payment of financial and legal fees relating thereto and other incidental costs of issuing the Series 2017 Bond.

The Series 2017 Bond shall be designated "\$[principal amount issued] General Obligation Refunding Bond, Series 2017 [or such other appropriate series designation], of Oconee County, South Carolina" with such additional descriptive terms as may be necessary.

The Series 2017 Bond shall be issued in fully registered form; shall be registered as to principal and interest in the name of the Purchaser; shall be dated as of the date of their delivery or such other date as the County Administrator determines; shall bear interest from their date payable on each Interest

Payment Date at the rate or rates as may be determined by the County Administrator at the time of the sale thereof; shall be issued as a single bond in the denomination of not exceeding \$530,000; and shall mature in successive annual installments payable on April 1 of each year as determined by the County Administrator pursuant to Section 5 hereof. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months or such other basis as may be agreed upon by the County Administrator and the Purchaser of the Series 2017 Bond.

Both the principal of and interest on the Series 2017 Bond shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

**SECTION 4. Redemption Provisions; Refunding of the Bond to be Refunded.** The Series 2017 Bond may be subject to redemption prior to maturity at such time or times and upon such terms and conditions as the County Administrator agrees upon. In the event the Series 2017 Bond or any portion thereof shall be called for redemption, notice of the redemption, specifying the redemption date and the redemption price payable on such redemption, shall be mailed by first-class mail, postage prepaid, to the registered owner thereof as shown on the registry books of the County kept by the Registrar not less than ten (10) days (or such greater number of days as determined by the County Administrator) and not more than sixty (60) days (or such lesser number of days as determined by the County Administrator) prior to the redemption date. If the Series 2017 Bond or any portion thereof shall have been duly called for redemption and notice of the redemption mailed as aforesaid, and if on or before the date fixed for redemption payment thereof shall be duly made or provided for, interest on the portion of the Series 2017 Bond to be redeemed shall cease to accrue from and after the redemption date specified in such notice. The notice may further state that the redemption of the Series 2017 Bond is conditional upon the Paying Agent receiving on or before the redemption date of sufficient money for the redemption thereof.

The refunding of the Bond to be Refunded shall be effected with a portion of the proceeds of the Series 2017 Bond which proceeds shall be used for the payment of the principal of such Bond to be Refunded as and when such Bond to be Refunded matures and is called for redemption in accordance with the respective provisions of the 2007 Bond Ordinance, at the redemption price thereof, together with accrued interest on such Bond to be Refunded to the date fixed for redemption.

Upon the delivery of the Series 2017 Bond, the principal proceeds thereof, less costs of issuance, shall either be paid directly to holder of the Bond to be Refunded, or be deposited with the Escrow Agent and held by it under the Escrow Agreement in a special trust account. The County Administrator is hereby authorized and directed for and on behalf of the County to execute such agreements and give such directions as shall be necessary to carry out the provisions of this Ordinance relating to the refunding of the Bond to be Refunded.

**SECTION 5. Authority to Determine Certain Matters.** The County Council hereby authorizes the County Administrator to offer the Series 2017 Bond for sale at such date and time and in such manner as he may determine. The County Council hereby further authorizes the County Administrator to:

- (a) determine the original issue date of the Series 2017 Bond;
- (b) determine the aggregate principal amount of the Series 2017 Bond, provided such aggregate principal amount shall not exceed \$530,000;
- (c) determine the redemption date of the Bond to be Refunded;

(d) determine the Interest Payment Dates, including the first Interest Payment Date, and the respective maturity dates and principal amounts maturing on such dates for the Series 2017 Bond;

(e) designate the Paying Agent and Registrar for the Series 2017 Bond;

(f) determine the optional redemption dates and terms for the Series 2017 Bond;

(g) determine the date and time of sale of the Series 2017 Bond;

(h) determine the manner in which the Series 2017 Bond shall be sold, including (i) negotiation of the terms of the sale of the Series 2017 Bond directly with the Purchaser; and (ii) receipt of bids for the purchase of the Series 2017 Bond on behalf of the County pursuant to a Notice of Sale in such form and distributed in such manner as shall be determined by the County Administrator;

(i) award the sale of the Series 2017 Bond and determine the interest rate on the Series 2017 Bond;

(j) determine whether to publish a notice of the adoption of this Ordinance as provided in Section 11-27-40(8) of the South Carolina Code;

(k) negotiate and execute all other contracts and approve any other matters necessary to effect the refunding of the Bond to be Refunded, and the issuance of the Series 2017 Bond; and

(l) approve any other matters necessary to effect the issuance of the Series 2017 Bond and the refunding of the Bonds to be Refunded.

After the sale of the Series 2017 Bond, the County Administrator shall submit a written report to the County Council setting forth the results of such sale.

**SECTION 6. Registration of the Series 2017 Bond.** The County shall cause the Books of Registry to be kept at the offices of the Registrar, for the registration and transfer of the Series 2017 Bond. Upon presentation at its office for such purpose, the Registrar shall register or transfer, or cause to be registered or transferred, on such Books of Registry, the Series 2017 Bond under such reasonable regulations as the Registrar may prescribe.

The Series 2017 Bond shall be transferable only upon the Books of Registry of the County, which shall be kept for such purpose at the principal office of the Registrar, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Upon the transfer of the Series 2017 Bond, the Registrar on behalf of the County shall issue in the name of the transferee a new fully registered bond of the same aggregate principal amount, interest rate and maturity as the surrendered Series 2017 Bond. The Series 2017 Bond surrendered in exchange for a new registered Series 2017 Bond pursuant to this Section shall be canceled by the Registrar.

The County, the Registrar and the Paying Agent may deem or treat the person in whose name the fully registered Series 2017 Bond shall be registered upon the Books of Registry as the absolute owner of such Series 2017 Bond, whether such Series 2017 Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Series 2017 Bond and for all other purposes and all such payments so made to any such registered owner or upon his order and shall be valid and effectual to satisfy and discharge the liability upon such Series 2017 Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar or the Paying Agent shall be affected by any notice to the contrary. In all cases

in which the privilege of transferring bonds is exercised, the County shall execute and the Registrar shall authenticate and deliver a Series 2017 Bond in accordance with the provisions of this Ordinance. Neither the County nor the Registrar or the Paying Agent shall be obliged to make any such transfer of the Series 2017 Bond during the fifteen (15) days preceding an Interest Payment Date on the Series 2017 Bond.

With the consent of the Purchaser of the Series 2017 Bond, and notwithstanding any provision to the contrary contained in this Ordinance or in the Series 2017 Bond, the Series 2017 Bond may be sold or transferred by the Purchaser thereof only to purchasers ("Qualified Investors") who execute an investment letter delivered to the County, in form satisfactory to the County (the "Investment Letter"), containing certain representations, warranties and covenants as to the suitability of such purchasers to purchase and hold the Series 2017 Bond. Such restrictions shall be set forth on the face of the Series 2017 Bond and shall be complied with by each transferee of the Series 2017 Bond.

SECTION 7. Execution of Series 2017 Bond. The Series 2017 Bond shall be executed in the name of the County with the manual or facsimile signature of the Chair of County Council (or in his or her absence, the Vice-Chair of County Council), attested by the manual or facsimile signature of the Clerk to the County Council under the seal of the County to be impressed or affixed thereon.

SECTION 8. Form of Series 2017 Bond. The Series 2017 Bond and the provisions for registration to be endorsed thereon shall be in substantially the following form:

(FORM OF BOND)

THIS BOND MAY BE SOLD OR TRANSFERRED IN WHOLE OR IN PART ONLY TO A PURCHASER OR TRANSFEREE CONSTITUTING A QUALIFIED INVESTOR (AS SUCH TERM IS DEFINED IN THE HEREAFTER DEFINED ORDINANCE UNDER WHICH THIS BOND IS ISSUED), AND ONLY UPON SUCH QUALIFIED INVESTOR DELIVERING TO THE COUNTY AN INVESTMENT LETTER IN THE FORM REQUIRED UNDER THE ORDINANCE.

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
GENERAL OBLIGATION REFUNDING BOND, SERIES 2017

KNOW ALL MEN BY THESE PRESENTS, that Oconee County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to \_\_\_\_\_, in \_\_\_\_\_ (the "Purchaser"), its successors or registered assigns, the principal amount of \$ \_\_\_\_\_ together with interest on the unpaid principal balance hereof at the rate of \_\_\_% per annum. Interest on this Bond is payable on \_\_\_\_\_, \_\_\_\_\_, and [semi]annually thereafter on April 1 [and October 1] of each year until the final maturity [or earlier redemption] of this Bond. Principal on this Bond is payable in annual installments on April 1 of each of the years and in the principal amounts, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
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Interest on this Bond shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Both the principal of and interest on this Bond are payable at the office of the Oconee County Treasurer, as paying agent (the "Paying Agent"), in Oconee, South Carolina, without presentation and surrender of this Bond in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, the Purchaser agrees to surrender this Bond before or within a reasonable time after its final maturity.

This Bond is issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "State Constitution"); Title 11, Chapter 15, Article 5; and Title 11, Chapter 27, Code of Laws of South Carolina, 1976, as amended (the "South Carolina Code"); and Ordinance No. \_\_\_ duly enacted on September 19, 2017 by the County Council of the County (the "Ordinance") for the purpose of effecting the refunding of the County's outstanding General Obligation Bond (Keowee Fire Tax District), Series 2007 (the "2007 Bond"). The 2007 Bond was issued on April 10, 2007 in the original principal amount of \$1,200,000 for the purposes of constructing a new substation and expanding the headquarters for the Keowee Fire Tax District (the "Keowee Fire Tax District"). The Keowee Fire Tax District was created by ordinance of the County enacted on August 19, 2003 to provide fire protection services in a portion of the County.

For the payment of the principal and interest of this Bond as they respectively mature and for the creation of such sinking fund as may be necessary to provide for the prompt payment hereof, the full faith, credit, taxing power and resources of the County are hereby irrevocably pledged; provided, that pursuant to and in accordance with the provisions of Section 12 of Article X of the State Constitution and the provisions of Section 4-9-30(5) of the South Carolina Code, there shall be levied annually within the Keowee Fire Tax District an ad valorem tax in an amount designed to provide debt service on this Bond.

[Redemption Provisions]. In the event this Bond is called for redemption, the County shall give notice of redemption of this Bond by first-class mail, postage prepaid, to the registered owner thereof as shown on the books of registry of the County not less than ten (10) days prior to the date fixed for the redemption thereof.

This Bond is transferable as provided in the Ordinance, only upon the registration books of the County kept for that purpose at the office of the Oconee County Treasurer, as registrar (the "Registrar"), in Oconee, South Carolina, by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount, interest rate, redemption provisions and maturity dates shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner thereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that for the payment of the principal and interest of this Bond as they respectively mature and for the creation of such sinking fund as may be necessary to provide for the prompt payment hereof, the full faith, credit, taxing power and resources of the County are irrevocably pledged; provided, that pursuant to and in accordance with the provisions of Section 12 of Article X of the State Constitution and the provisions of Section 4-9-30(5) of the South Carolina Code, there shall be levied annually within the Keowee Fire Tax District an ad valorem tax in an amount designed to provide debt service on this Bond.

IN WITNESS WHEREOF, OCONEE COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the manual signature of the [Chair][Vice-Chair] of County Council, attested by the manual signature of the Clerk to the County Council under the seal of the County impressed or affixed hereon and this Bond to be dated the \_\_\_ day of \_\_\_\_\_, 2017.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
[Chair][Vice-Chair]

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk, County Council

REGISTRATION

This Bond has been registered in the name of \_\_\_\_\_ in \_\_\_\_\_, on the registration books kept by the Treasurer of Oconee County, South Carolina.

Dated this \_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Treasurer of Oconee County,  
South Carolina

**SECTION 9. Notice of Private Sale.** Not less than seven (7) days prior to the delivery of the Series 2017 Bond, notice of intention to sell the Series 2017 Bond at a private sale shall be given by publication in a newspaper of general circulation in the County.

The Notice shall be in substantially the following form:

NOTICE REGARDING SALE OF \$ \_\_\_\_\_  
GENERAL OBLIGATION REFUNDING BOND  
(KEOWEE FIRE TAX DISTRICT), SERIES 2017, OF  
OCONEE COUNTY, SOUTH CAROLINA

NOTICE IS HEREBY GIVEN that pursuant to the provisions of the S.C. Code § 11-27-40(4), Oconee County, South Carolina, by Ordinance No. \_\_\_\_\_ enacted on September 19, 2017, approved the sale of a not exceeding \$530,000 General Obligation Refunding Bond (Keowee Fire Tax District), Series 2017 (the "Bond"), of Oconee County, South Carolina. The Bond will be sold to \_\_\_\_\_, at a purchase price of \$ \_\_\_\_\_; will bear interest at the rate of \_\_\_\_% per annum, payable on April 1 [and October 1] of each year commencing [April][October] 1 \_\_\_\_; will be dated as of the date of delivery; and will mature in annual installments of principal on April 1 in each of the years and in the principal amounts as follows:

Year	Principal Amount
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\$

Oconee County, South Carolina

**SECTION 10. Security for Series 2017 Bond.** For the payment of the principal and interest on the Series 2017 Bond as they respectively mature and for the creation of such sinking fund as may be necessary to provide for the prompt payment thereof, the full faith, credit and taxing power and resources of the County are hereby irrevocably pledged, and there shall be levied and collected annually upon all taxable property of the County an ad valorem tax, without limitation as to rate or amount, sufficient for such purposes; provided, that pursuant to and in accordance with the provisions of Section 12 of Article X of the State Constitution and the provisions of Section 4-9-30(5) of the South Carolina Code, there shall be levied annually within the Keowee Fire Tax District an ad valorem tax in an amount designed to provide debt service on the Series 2017 Bond.

The County Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Series 2017 Bond, and they are hereby directed to levy and collect annually, on all taxable property in the Keowee Fire Tax District, an ad valorem tax in an amount sufficient to pay the principal installments and interest on the Series 2017 Bond as they respectively mature, and to create such sinking fund as may be necessary therefor.

**SECTION 11. Defeasance.** The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to the Series 2017 Bond, and the Series 2017 Bond shall no longer be deemed to be outstanding hereunder when:

(a) the Series 2017 Bond shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on the Series 2017 Bond either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent in trust and irrevocably setting aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment. At such time as the Series 2017 Bond shall no longer be deemed to be outstanding hereunder, the Series 2017 Bond shall cease to draw interest from the maturity date thereof, and, except for the purposes of any such payment from such moneys or Government Obligations as set forth in (ii) above, shall no longer be secured by or entitled to the benefits of this Ordinance.

**SECTION 12. Exemption from State Taxes.** Both the principal of and interest on the Series 2017 Bond shall be exempt, in accordance with the provisions of Section 12-2-50 of the South Carolina Code from all State, county, municipal, school district, and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

**SECTION 13. Deposit and Use of Proceeds.** A portion of the proceeds derived from the sale of the Series 2017 Bond necessary to provide for the payment of the Bond to be Refunded shall be either paid directly to the holder of the Bond to be Refunded, or deposited with the Escrow Agent pursuant to the Escrow Agreement. The remaining proceeds, if any, shall be deposited with the Treasurer of Oconee County in a special fund to the credit of the County and shall be applied to payment of costs of issuance of the Series 2017 Bond.

**SECTION 14. Notice of Public Hearing.** The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Series 2017 Bond and this Ordinance, such notice in the form attached hereto as Exhibit A, having been published in *The Journal*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

**SECTION 15. Filings with Central Repository.** In compliance with Section 11-1-85 of the South Carolina Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five percent (5%) of the County's revenue or its tax base.

**SECTION 16. Tax Covenants.** The County hereby covenants and agrees with the holders of the Series 2017 Bond that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2017 Bond to become includable in the gross income of the bondholder for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Series 2017 Bond and that no use of the proceeds of the Series 2017 Bond shall be made which, if such use had been reasonably expected on the date of issue of the Series 2017 Bond would have caused the Series 2017 Bond to be "arbitrage bonds", as defined in the United States Internal Revenue Code of 1986 (the "Code"), and to that end the County hereby shall:

(a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Series 2017 Bond is outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of



certain amounts to the United States; and

- (c) make such reports of such information at the times and places required by the Code.

The County Administrator is hereby authorized to adopt written procedures to ensure the County's compliance with federal tax matters relating to the Series 2017 Bond.

The County Administrator is hereby authorized to determine whether the Series 2017 Bond will be designated as a "qualified tax exempt obligation" as defined in Section 265(b)(3) of the Code. To the extent that the Series 2017 Bond is so designated, the County and all subordinate entities thereof do not anticipate to issue more than \$10,000,000 in tax-exempt bonds or other tax-exempt obligations in the year in which such Series 2017 Bond is issued (other than private activity bonds that are not qualified Section 501(c)(3) bonds), or the Series 2017 Bond will otherwise meet the requirements necessary for such bond to be designated (or deemed-designated) as a "qualified tax exempt obligation" as defined in Section 265(b)(3) of the Code.

SECTION 17. Miscellaneous. The County Council hereby authorizes the Chair of County Council, the Vice-Chair of County Council, the County Administrator, the Clerk to the County Council and County Attorney, to execute such documents and instruments as may be necessary to effect the refunding of the Bond to be Refunded and the issuance of the Series 2017 Bond. The County Council hereby authorizes the County Administrator to retain McNair Law Firm, P.A., as bond counsel in connection with the issuance of the Series 2017 Bond. The County Council hereby further authorizes the County Administrator to retain Compass Municipal Advisors, LLC as financial advisor to the County in connection with the issuance of the Series 2017 Bond.

SECTION 18. Repeal of Conflicting Ordinances. All orders, resolutions, ordinances and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Series 2017 Bond are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 19. Codification. This Ordinance shall be forthwith codified in the Code of County Ordinances in the manner required by law.

SECTION 20. Effective date. The provisions of this Ordinance shall be effective upon its enactment.

[Signature page follows]

Enacted by the County Council of Oconee County, South Carolina this 19<sup>th</sup> day of September, 2017.

OCONEE COUNTY, SOUTH CAROLINA

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Chair, County Council  
Oconee County, South Carolina

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County Administrator  
Oconee County, South Carolina

(SEAL)

ATTEST:

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Clerk to County Council,  
Oconee County, South Carolina

Date of First Reading: August 15, 2017  
Date of Second Reading: September 5, 2017  
Date of Public Hearing: September 19, 2017  
Date of Third Reading: September 19, 2017

PUBLIC NOTICE

Notice is hereby given that a public hearing will be held by the County Council of Oconee County, South Carolina (the "County"), during the 6:00 p.m. meeting of Oconee County Council on September 19, 2017, at the Council Chamber of Oconee County Council, 415 South Pine Street, Walhalla, South Carolina.

The purpose of the public hearing is to consider an Ordinance authorizing the County to issue not exceeding \$530,000 General Obligation Refunding Bonds (Keowee Fire Tax District), Series 2017 (the "Series 2017 Bond"), the proceeds of which will be applied to defray the costs of refunding the County's \$1,200,000 original principal amount General Obligation Bond (Keowee Fire Tax District), Series 2007.

The full faith, credit and taxing power and resources of the County will be pledged for the payment of the principal and interest on the Series 2017 Bond as they respectively mature and for the creation of such sinking fund as may be necessary to provide for the payment thereof; provided, however, there shall be levied annually within the Keowee Fire Tax District an ad valorem tax in an amount designed to provide debt service on the Series 2017 Bond.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Series 2017 Bond.

OCONEE COUNTY COUNCIL, SOUTH CAROLINA

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

**ORDINANCE 2017-24**

**AN ORDINANCE AUTHORIZING THE TRANSFER OF COUNTY-OWNED REAL PROPERTY, LOCATED WITHIN THE GOLDEN CORNER COMMERCE PARK, COMPRISING APPROXIMATELY 22 ACRES, TO THE OCONEE ECONOMIC ALLIANCE FOR THE PURPOSE OF CONSTRUCTION OF A “SPECULATIVE BUILDING” FOR INDUSTRIAL OR BUSINESS USE IN ORDER TO PROMOTE INCREASED OPPORTUNITIES FOR ECONOMIC GROWTH AND DEVELOPMENT WITHIN THE COUNTY; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, South Carolina (the “County”) is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina to sell or otherwise dispose of real property and to make and execute contracts; and,

**WHEREAS**, the County owns the Golden Corner Commerce Park (the “Park”), a 322 acre South Carolina Department of Commerce Site Certified manufacturing, warehouse, and distribution park; and,

**WHEREAS**, the County seeks to attract capital investment and job creation for the betterment of its citizenry; and,

**WHEREAS**, the County has provided significant funding to bring necessary sewer infrastructure to the Park, and the County has water, natural gas, and electric utilities available for the Park; and,

**WHEREAS**, the County desires to further enhance the Park so as to make it an even more attractive and suitable destination for future industrial companies; and,

**WHEREAS**, the Oconee Economic Alliance, also known as the Oconee Alliance, Inc. (“OEA”), partners with the County and is tasked with marketing the County and conducting economic and community development in the County, so as to facilitate, conduct, and enhance the recruitment and retention of business and industry in the County; and,

**WHEREAS**, to further economic development and the creation of new jobs in the County, the County and the OEA desire for the OEA to construct and develop a speculative building suitable for manufacturing or other industrial or commercial uses (the “Building”) in the Park; and,

**WHEREAS**, the County and the OEA desire that the OEA construct the Building on a parcel of land of approximately 22 acres (the “Real Property”) located within the Park, as more fully described on Exhibit “A” attached hereto; and,

**WHEREAS**, to defray the cost of constructing and developing the Building, the OEA desires to pursue a loan, in an amount not to exceed Three Million and 00/100 (\$3,000,000.00) Dollars, through the South Carolina Public Service Authority’s Economic Development Revolving Loan Program (the “Loan”), a condition of which would be offering as security for the Loan a mortgage on the Real Property; and,

**WHEREAS**, to facilitate the Loan and the OEA’s development of the Building, the County desires to transfer the Real Property to the OEA; and,

**WHEREAS**, the County and the OEA desire to enter into a Land Transfer and Development Agreement (the “Agreement”), the substantially final form of which is attached hereto as Exhibit “B,” to set forth the terms and conditions of the transfer of the Real Property to the OEA and the construction and development of the Building.

**NOW THEREFORE**, be it ordained by Council in meeting duly assembled that:

Section 1.     Transfer of the Real Property Approved. The transfer of the Real Property is hereby approved, and the County Administrator is hereby authorized and directed to execute and deliver a deed and/or such other conveyance documents, and to take all other steps as are necessary and appropriate to transfer the Real Property to the OEA.

Section 2.     Agreement Approved. County Council approves the form, terms, and provisions of the Agreement, and the County Administrator shall be, and hereby is, authorized to execute and deliver the Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit “B,” or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel, such Administrator’s approval to be deemed given by his execution of the Agreement.

Section 3.     Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Real Property transfer and the Agreement and to execute and deliver any such documents and instruments on behalf of the County.

Section 4.     Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 5. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 6. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**ATTEST:**

\_\_\_\_\_  
Katie Smith  
Clerk to Oconee County Council

\_\_\_\_\_  
Edda Cammick  
Chair, Oconee County Council

First Reading: August 15, 2017  
Second Reading: September 5, 2017  
Third Reading: September 19, 2017  
Public Hearing: September 19, 2017

EXHIBIT A

*Attached.*

EXHIBIT B

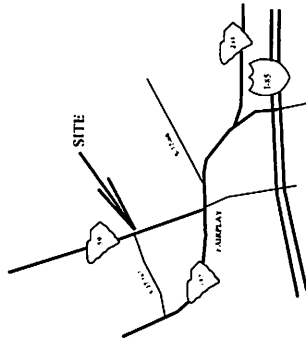
*To be Provided*



PLAT PREPARED FOR:

# OCONEE COUNTY, SC

PARCEL ON SC HWY 59  
REF DB 1436 PG 111  
REF PB A-45 PG 06  
PLAT BY S R EDWARDS DATED  
9/8/2012, REV 01/22/2013  
P.O. 1MP# 332-00-01-001



LOCATION MAP

ACREAGE - 22.38

DATE: APRIL 30, 2013

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

TOWNSHIP OF CENTER

SCALE: 1" = 150'



I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE ABOVE-GIVEN CERTIFICATE HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE APPLICABLE FOR SURVEYING IN SOUTH CAROLINA AND I AM A LICENSED SURVEYOR IN THE STATE OF SOUTH CAROLINA.

DATE: APR 30 2013 SURVEYOR'S EXPIRES: 06/30/2016

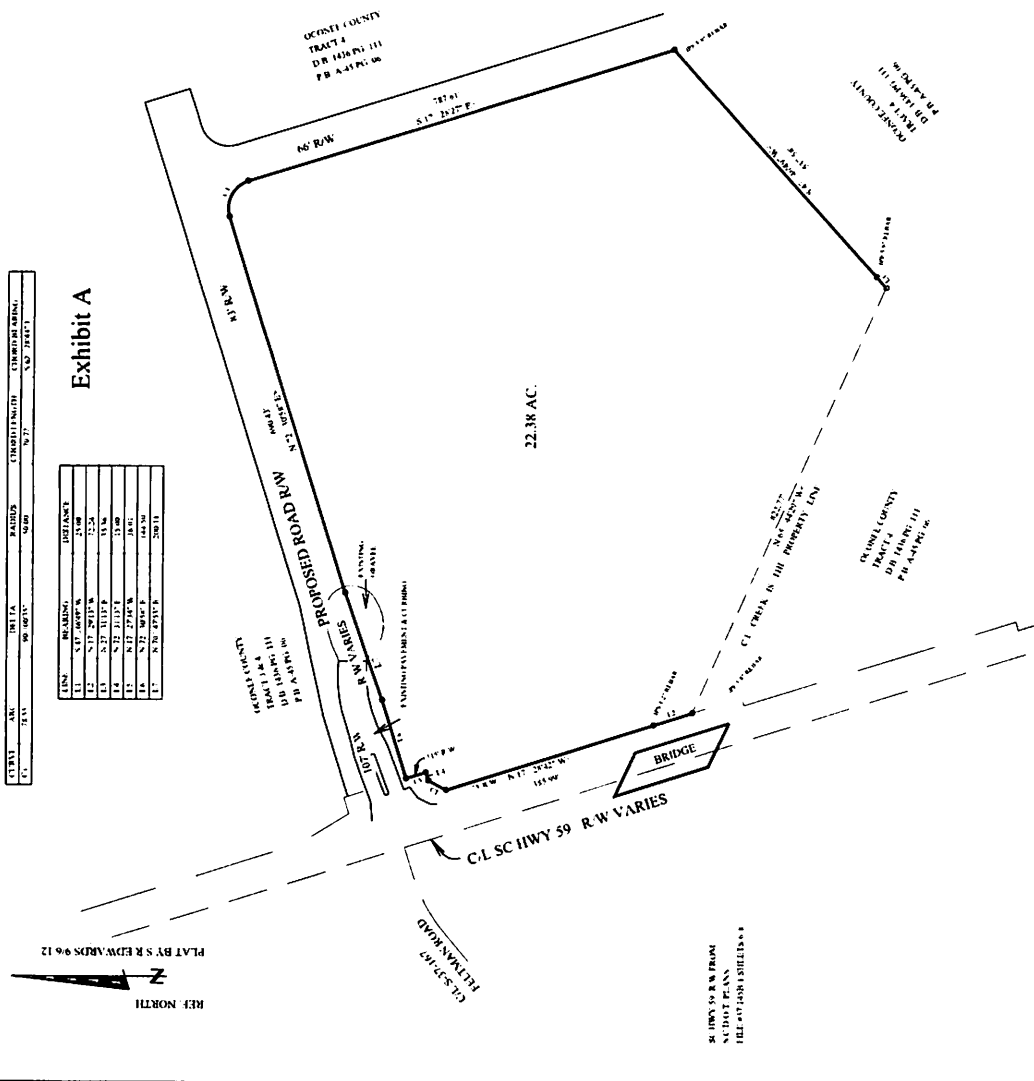
CERTIFICATE BY  
GREGORY BLAKE NOSEBEE P.L.S.# 14818  
15547 WELLS HWY SENNICA, SC 29678  
TELEPHONE: (864) 842-0024

PROJ# 1303000000012200 0

STATION	ARC	INITIALS	RAIODE	CHORD LENGTH	CHORD BEARING	CHORD BEARING
1	75.51		90.00	90.00	S 75° 51' 00" W	S 75° 51' 00" W

## Exhibit A

LINE	BEARING	DISTANCE
1	S 75° 51' 00" W	25.00
2	S 75° 51' 00" W	22.38
3	S 75° 51' 00" W	15.00
4	S 75° 51' 00" W	18.00
5	S 75° 51' 00" W	14.00
6	S 75° 51' 00" W	16.00
7	S 75° 51' 00" W	20.00



NOTES: PROPERTY SUBJECT TO WETLAND REGULATIONS  
CORNERS ARE 3" REBAR SETS UNLESS OTHERWISE NOTED (EXCEPT FOR CORNER 1)

NOTE: THIS PROPERTY IS SUBJECT TO ALL EASEMENTS & R/W'S ON RECORD



**EXHIBIT B**  
**LAND TRANSFER AND DEVELOPMENT AGREEMENT**

This LAND TRANSFER AND DEVELOPMENT AGREEMENT (“Agreement”), is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017 (“Effective Date”), by and between Oconee County, South Carolina (“County”), a body politic and corporate and a political subdivision of the State of South Carolina (“State”), and the Oconee County Economic Alliance, also known as the Oconee Alliance, Inc. (“OEA”), a nonprofit corporation organized and existing under the laws of the State. The County and the OEA are collectively referred to herein as the “Parties” and individually referred to as a “Party.”

**WHEREAS**, pursuant to Title 4, Chapter 9 of the Code of Laws of South Carolina the County is authorized to enter into contracts and to transfer real property owned by the County; and,

**WHEREAS**, pursuant to Title 33, Chapter 31 of the Code of Laws of South Carolina and the OEA’s Bylaws, the OEA is authorized to enter into contracts and to engage in real property transactions; and,

**WHEREAS**, to further economic development and the creation of new jobs in the County, the County and the OEA desire that OEA construct and develop a speculative building suitable for manufacturing or other industrial or commercial use (the “Building”) in the Golden Corner Commerce Park (“Park”); and,

**WHEREAS**, the County and the OEA desire that the OEA construct and develop the Building on a parcel of land of approximately twenty-two (22) acres (the “Real Property”) located within the Park, as more fully described on Exhibit “A” attached hereto; and,

**WHEREAS**, to defray the cost of constructing and developing the Building, the OEA desires to pursue a loan, in an amount not to exceed Three Million and 00/100 (\$3,000,000.00) Dollars, through the South Carolina Public Service Authority’s (“Santee Cooper”) Economic Development Revolving Loan Program (the “Loan”), a condition of which will be offering a mortgage on the Real Property for security for the Loan; and,

**WHEREAS**, to facilitate the Loan and the OEA’s development and construction of the Building, the County desires to transfer the Real Property to the OEA.

**NOW, THEREFORE**, in consideration of the mutual promises, commitments, and terms set forth in this Agreement, the Parties agree as follows:

**Section 1. *Representations of the County.*** The County represents to the OEA as follows:

- (a) The County, acting through its County Council, has duly authorized the execution and delivery of this Agreement.
- (b) The County's execution and delivery of this Agreement and its compliance with the provisions in this Agreement do not (i) result in a breach or default, not waived or cured,

under any agreement or instrument to which the County is now a party or by which it is bound; (ii) conflict with, or result in the violation of any law, rule, or regulation; or (iii) violate any judgment, order, or decree to which the County is bound. The County has good, indefeasible, and marketable title to the Real Property.

**Section 2. *Representations of the OEA.*** The OEA represents to the County as follows:

- (a) The OEA has duly authorized the execution and delivery of this Agreement.
- (b) That it is fully empowered, authorized, and legally able to do all things incumbent upon it to perform under this Agreement.
- (c) The OEA's execution and delivery of this Agreement and its compliance with the provisions of this Agreement do not (i) result in a default, not waived or cured, under any agreement or instrument to which the OEA is now a party or by which it is bound; (ii) conflict with, or result in the violation of any law, rule, or regulation; or (iii) violate any judgment, order, or decree to which the OEA is bound.

**Section 3. *Transfer of Real Property.***

- (a) ***Transfer.*** Within ninety (90) days of the Effective Date ("Transfer Date"), the County shall transfer the Real Property to the OEA by limited-warranty deed. The County shall transfer the Real Property free of any mortgage, lien, encumbrance, covenant, condition, restriction, assessment, easement, right-of-way, obligation, or encroachment except as specifically permitted under this Agreement or to which the OEA has specifically approved in writing.
- (b) ***Due Diligence.*** Between the Effective Date and the Transfer Date ("Inspection Period"), the OEA, its agents and designees, may enter the Real Property for the purposes of inspecting the Real Property to determine the Real Property's suitability and making surveys, mechanical and structural engineering studies, and any other investigations and inspections as the OEA may reasonably require to assess the condition of the Real Property and the County's title to the Real Property. The OEA's inspection of the Property pursuant to this subsection shall not damage the Real Property or materially interfere with the County's normal ownership activities conducted on or from the Real Property.

If the OEA terminates this Agreement prior to the end of the Inspection Period, then the OEA shall deliver all inspection materials and reports obtained by the OEA in inspecting the Real Property to the County within thirty (30) days of termination.

Within ten (10) days after the Effective Date, the County shall deliver to the OEA the following documents and information with respect to the Real Property: (i) all surveys, plans, specifications, engineering and mechanical data relating to the Real Property, including such items as soils reports and environmental audits, which are in the County's possession or which the County can obtain with reasonable effort; (ii) a copy of any policy of title insurance issued in favor of the County, together with legible copies of all instruments referenced therein; and (iii) a copy of any commercial appraisal of the Real Property that the County has in its possession.

During the Inspection Period, if the OEA determines, in the OEA's sole discretion, that the Real Property is unsuitable, then the OEA may terminate this Agreement by giving written notice to the County prior to the last day of the Inspection Period.

- (c) ***Closing.*** On the Transfer Date the County shall deliver to the OEA the following documents and instruments, duly executed by or on behalf of the County: (i) limited warranty deed, in recordable form, conveying the Real Property, including the County's reversionary interests; (ii) an Owner's Affidavit, in form and substance reasonably acceptable to OEA's title insurer, with respect to the Real Property; (iii) a certificate of the County stating that the County is not a "foreign person" under §1445 of the Internal Revenue Code, as amended, and applicable regulations; (iv) such other documents as may be reasonably required by the OEA's title insurer as a condition to insuring the OEA's title to the Real Property is free of exceptions other than for easements for the installation or maintenance of public utilities serving the Real Property; and (v) evidence in form and substance reasonably satisfactory to OEA that the County has the power and authority to execute and enter into this Agreement and to consummate the transfer of the Real Property.

On the Transfer Date, the OEA shall deliver to the County evidence in form and substance reasonably satisfactory to the County that the OEA has the power and authority to execute and enter into this Agreement and to consummate the transactions contemplated by this Agreement.

**Section 4. *Loan; Construction of Building.*** Within one hundred and twenty (120) days of the Transfer Date, the OEA shall close on the Loan ("Closing Date"). The OEA shall commence construction of the Building within one hundred and twenty (120) days of the Closing Date ("Commencement Date"). The Building shall be constructed with such specifications and square footage as the OEA may determine, subject to written approval of the Oconee County Administrator, which approval shall not be unreasonably withheld.

**Section 5. *Diligent Completion.*** The OEA shall use commercially reasonable efforts to complete construction of the Building within two hundred and seventy (270) days of the Commencement Date ("Completion Date"). If construction of the Building is not complete by the Completion Date, then, within ten (10) days following the Completion Date, the OEA shall prepare and transmit to the County a report which details the cause for delay in completion of construction of the Building. The OEA shall include in the report an updated anticipated completion date for construction of the speculative.

**Section 6. *Marketing of Building; Best Efforts.***

- (a) The OEA shall market the Building as an inducement to manufacturing and commercial enterprises to locate or expand in the County.
- (b) The County may request marketing reports from the OEA relating to the OEA's efforts to market the Building. The OEA shall prepare and transmit a marketing report relating to the Building within fifteen (15) days of receipt the County's request.

- (c) The OEA shall act in the best interest of the County and use its best efforts to sell the Building for a purchase price equal to or greater than the fair market value of the Real Property plus the costs of construction of the Building.

**Section 7. Costs.** The OEA is responsible for (a) the costs and fees arising from the transfer of the Real Property from the County to the OEA; (b) Loan closing costs; (c) the costs of construction of the Building not covered by the proceeds of the Loan; and (d) the costs for marketing the Building. The OEA shall not seek reimbursement from the County for any of the above costs except from amounts allocated to the OEA in the County's annual budget.

**Section 8. Transfer of Real Property to County.** If the OEA fails to (a) commence construction by the Commencement Date, or (b) complete construction by the Completion Date, then the OEA shall, at the County's option and subject to the consent of Santee Cooper, transfer the Real Property and improvements thereon to the County at no cost to the County.

**Section 9. Disbursement of Proceeds on Sale of Building.**

(a) On the sale of the Building and after payment of closing costs, the net proceeds from the sale shall be distributed as follows:

- (i) First, to pay any outstanding principal of and interest on the loan from Santee Cooper to the OEA for the construction of the Building.
- (ii) Second, to reimburse the OEA for any costs of construction of the Building not covered by the Loan;
- (iii) Third, the remainder shall be paid over to the County.

(b) On the sale of the Building, the OEA shall provide the County with a closing statement regarding the sale price of the Building and the distribution of the proceeds from the sale of the Building. The OEA shall prepare the statement within fifteen (15) days of the receipt of the County's request.

**Section 10. Default.** In the event of a breach of this Agreement or failure by a Party to meet its commitments and obligations as set forth herein, the non-breaching Party shall have the right to pursue any remedy as may be available at law or in equity.

**Section 11. Waiver.** If a Party waives the other Party's compliance with regard to any obligation under this Agreement, that waiver stands alone for the specific instance of non-compliance, and does not adversely affect the waiving Party's right to require performance as to any other occasion of non-compliance.

**Section 12. Notice.** Any notice or delivery required or request authorized under this Agreement shall be transmitted to the Parties at the following addresses to the attention of the individual indicated. The Parties may deliver any notice personally, or by certified mail, return receipt requested, to the following addresses, unless the Parties are subsequently notified of any change of

address in accordance with this Section:

If to the County:                      Oconee County, South Carolina  
Attn: County Administrator  
415 S. Pine Street  
Walhalla, South Carolina 29691  
Telephone: 864.638.4245

If to the OEA:                              Oconee Economic Alliance  
Attn: Richard Blackwell  
528 Bypass 123, Suite G  
Seneca, South Carolina 29678  
Telephone: 864.638.4210

Any notice is deemed to have been received as follows: (a) if by personal delivery then on receipt; or (b) if by certified mail, then three business days after delivery to the U.S. Postal authorities by the party serving notice.

**Section 13. Amendment.** This Agreement may be amended only by written agreement between the Parties.

**Section 14. Termination.** This Agreement terminates on the earlier of (i) the transfer of the Real Property and improvements thereon back to the County pursuant to Section 8 of this Agreement, or (ii) the sale of the Building and distribution of the net proceeds of the sale pursuant to Section 9 of this Agreement.

**Section 15. Jurisdiction.** This Agreement shall be governed by and interpreted in accordance with laws of the State of South Carolina.

**Section 16. Severability.** In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect for any reason whatsoever, the validity, legality, enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 17. Assignment and Succession.** This Agreement shall be binding upon and inure to the benefit of the Parties and to their respective successors and assigns. Neither Party may assign any right or interest it has in this Agreement to a third party.

**Section 18. Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument.

**IN WITNESS WHEREOF**, the Parties, each after due authorization, have executed this Agreement effective as of the date first above written.

*Signatures on Following Page*

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Oconee County, South Carolina

By: \_\_\_\_\_

Its: \_\_\_\_\_

Oconee Economic Alliance a/k/a  
Oconee Alliance, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

**PROCUREMENT - AGENDA ITEM SUMMARY**  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 19, 2017

**ITEM TITLE:**

**ITB 17-01 Title: Heritage Farm Center Turning Lane & Entrance Road      Department: Roads & Bridges      Amount: \$242,139.70**

**FINANCIAL IMPACT:**

Procurement was approved by Council in Fiscal Year 2017-2018 budget process.  
Budget: \$242,139.70      Project Cost: \$242,139.70

Finance Approval: Sadale Price  
Balance: \$ 0.00

**BACKGROUND DESCRIPTION:**

This bid is for construction services for a new turn lane and entrance road for the Heritage Farm Center located on US Hwy 123. The base bid is for all work within the limits of roadway construction, including clearing and grubbing, roadway construction, paving, erosion control, storm drainage and grassing.

On August 18, 2017 this bid was advertised and emailed to thirty-eight bidders. On September 5, 2017, formal sealed bids were opened. Three (3) companies submitted bids with Thrift Development Corp. of Seneca, SC, submitting the lowest responsive and responsible bid of \$220,127.00.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

This construction project will be funded with C-funds.

**ATTACHMENT(S):**

1. Davis & Floyd recommendation letter
2. Bid Tab

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council (1) approve the award of bid ITB 17-01, Heritage Farm Center Turning Lane and Entrance Road to Thrift Development, of Seneca, SC in the amount of \$220,127.00 with a 10% contingency of \$22,012.70, for a total award of 242,139.70 and (2) authorize the County Administrator to approve any Change Orders within the contingency amount.

Submitted or Prepared By: Robyn Courtright  
Robyn Courtright, Procurement Director

Approved for Submittal to Council

T. Scott Moulder  
T. Scott Moulder, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*



# DAVIS & FLOYD

SINCE 1954

September 6, 2017

Robyn Courtright  
Procurement Director  
Oconee County  
415 South Pine Street  
Walhalla, SC 29691

Re: Heritage Farm Turning Lane and Entrance Road  
D&F Job Number: 13453-08

Dear Ms. Courtright:

We have completed our review of the bids for the referenced project. Three bids were submitted; one from Thrift Development of Seneca, one from Zorn Company of Seneca and one from S&S Construction from Anderson. Thrift Development was the low bidder for the Base Bid with a total bid amount of \$220,127.00. We have reviewed their bid, bid bond and unit prices provided and find their bid to be acceptable. We have worked with Thrift Development on past SCDOT projects and have found their work performance to be very good and have no hesitations with moving forward with contracting with them.

Davis and Floyd, Inc., recommends that Oconee County contract with Thrift Development for this project.

If you have any questions or need additional assistance, please do not hesitate to call.

Very truly yours,

**DAVIS & FLOYD**



Brent P. Robertson, PE  
Vice President

		Bidders	Thrift Development		S&S Construction		Zorn Company		Hubbard Paving & Grading	
		Address	Seneca, SC		Anderson, SC		Seneca, SC		NO BID	
Approx Qty	Unit	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
NEC	LS	MOBILIZATION		\$13,850.00		\$18,000.00		\$33,500.00		
NEC	LS	BONDS AND INSURANCE		\$2,224.00		\$8,233.00		\$5,000.00		
1	EA	CONSTRUCTION STAKES, LINES & GRADES	\$1,500.00	\$1,500.00	\$2,385.00	\$2,385.00	\$3,250.00	\$3,250.00		\$0.00
NEC	LS	TRAFFIC CONTROL		\$26,800.00		\$12,800.00		\$14,600.00		
1,000.00	CY	UNCLASSIFIED EXCAVATION	\$12.00	\$12,000.00	\$9.50	\$9,500.00	\$20.50	\$20,500.00		\$0.00
2280	SY	FINE GRADING	\$3.00	\$6,840.00	\$8.00	\$18,240.00	\$2.50	\$5,700.00		\$0.00
10	TON	MAINTENANCE STONE	\$45.00	\$450.00	\$20.00	\$200.00	\$45.00	\$450.00		\$0.00
900	TON	HOT MIX ASPHALT BASE COURSE - TYPE A	\$47.00	\$42,300.00	\$48.00	\$43,200.00	\$65.00	\$58,500.00		\$0.00
80	TON	LIQUID ASPHALT BINDER PG64-22	\$450.00	\$36,000.00	\$500.00	\$40,000.00	\$385.00	\$30,800.00		\$0.00
26.5	SY	MILLING EXISTING ASPHALT PAVEMENT 2.0"	\$20.00	\$530.00	\$20.00	\$530.00	\$76.00	\$2,014.00		\$0.00
430	TON	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	\$57.00	\$24,510.00	\$52.50	\$22,575.00	\$65.00	\$27,950.00		\$0.00
215	TON	HOT MIX ASPHALT SURFACE COURSE TYPE B	\$62.00	\$13,330.00	\$63.00	\$13,545.00	\$70.00	\$15,050.00		\$0.00
208	SF	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	\$8.75	\$1,820.00	\$10.00	\$2,080.00	\$8.00	\$1,664.00		\$0.00
200	LF	4" WHITE BROKEN LINES - (GAPS EXCLUDED)-FAST DRY PAINT	\$0.50	\$100.00	\$1.00	\$200.00	\$0.30	\$60.00		\$0.00
900	LF	4" WHITE SOLID LINES (PVT. EDGE LINES)-FAST DRY PAINT	\$0.50	\$450.00	\$0.50	\$450.00	\$0.15	\$135.00		\$0.00
75	LF	24" WHITE SOLID LINES (STOP/DIAGONAL LINES)-FAST DRY PAINT	\$1.50	\$112.50	\$7.00	\$525.00	\$3.00	\$225.00		\$0.00
3	EA	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT)-FAST DRY PAINT	\$65.00	\$195.00	\$100.00	\$300.00	\$35.00	\$105.00		\$0.00
3	EA	WHITE WORD MESSAGE "ONLY"-FAST DRY PAINT	\$65.00	\$195.00	\$125.00	\$375.00	\$50.00	\$150.00		\$0.00
1	EA	WHITE COMBINATION ARROW(STR.& RT.OR STR.& LT.)FAST DRY PAINT	\$75.00	\$75.00	\$100.00	\$100.00	\$45.00	\$45.00		\$0.00
1,000.00	LF	4"YELLOW SOLID LINE(PVT.EDGE&NO PASSING ZONE)-FAST DRY PAINT	\$0.50	\$500.00	\$0.50	\$500.00	\$0.15	\$150.00		\$0.00
200	LF	4" WHITE BROKEN LINES(GAPS EXCL.)THERMOPLASTIC- 90 MIL.	\$1.00	\$200.00	\$0.50	\$100.00	\$3.50	\$700.00		\$0.00
900	LF	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMO.- 90 MIL.	\$1.00	\$900.00	\$1.10	\$990.00	\$2.00	\$1,800.00		\$0.00
75	LF	24" WHITE SOLID LINES (STOP/DIAG LINES)-THERMO.- 125 MIL	\$10.00	\$750.00	\$8.00	\$600.00	\$25.00	\$1,875.00		\$0.00
3	EA	WHITE SINGLE ARROWS (LT. STRGHT. RT) THERMO.-125 MIL.	\$125.00	\$375.00	\$200.00	\$600.00	\$100.00	\$300.00		\$0.00
3	EA	WHITE WORD MESSAGE "ONLY" -THERMOPLASTIC - 125 MIL.	\$150.00	\$450.00	\$200.00	\$600.00	\$200.00	\$600.00		\$0.00
1	EA	WHITE COMBINATION ARROWS(STR&RT.OR STR&LT)THERMO-125MIL	\$150.00	\$150.00	\$300.00	\$300.00	\$125.00	\$125.00		\$0.00
1,000.00	LF	4" YELLOW SOLID LINES(PVT.EDGE LINES) THERMO-90 MIL.	\$1.00	\$1,000.00	\$1.10	\$1,100.00	\$2.00	\$2,000.00		\$0.00
18	SF	FLAT SHEET, TYPE III, FIXED SZ. & MSG. SIGN	\$18.75	\$337.50	\$25.00	\$450.00	\$20.00	\$360.00		\$0.00
28	LF	U-SECTION POST FOR SIGN SUPPORTS - 3P	\$7.75	\$217.00	\$10.00	\$280.00	\$10.00	\$280.00		\$0.00
264	LF	18" SMOOTH WALL PIPE	\$42.00	\$11,088.00	\$50.00	\$13,200.00	\$55.00	\$14,520.00		\$0.00
70	LF	CLEANING EXISTING PIPE	\$3.00	\$210.00	\$7.00	\$490.00	\$25.00	\$1,750.00		\$0.00
1	EA	DROP INLET (24" X 36")	\$2,750.00	\$2,750.00	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00		\$0.00
1	EA	JUNCTION BOX - CONVERT DROP INLET 24" X 36"	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$950.00	\$950.00		\$0.00
15	TON	RIP-RAP (CLASS B)	\$41.50	\$622.50	\$55.00	\$825.00	\$50.00	\$750.00		\$0.00

		Bidders	Thrift Development		S&S Construction		Zorn Company		Hubbard Paving & Grading	
		Address	Seneca, SC		Anderson, SC		Seneca, SC		NO BID	
Approx Qty	Unit	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
30	SY	GEOTEXTILE FOR EROSION CONTROL UNDER RIPRAP CLASS 2 TYPE D	\$5.00	\$150.00	\$5.00	\$150.00	\$3.00	\$90.00		\$0.00
0.222	MSY	PERMANENT VEGETATION	\$4,954.55	\$1,100.00	\$2,000.00	\$444.00	\$2,000.00	\$444.00		\$0.00
0.222	MSY	TEMPORARY VEGETATION	\$2,972.57	\$690.00	\$1.00	\$0.22	\$2,000.00	\$444.00		\$0.00
0.944	MSY	RODDING	\$7,722.45	\$7,250.00	\$2,000.00	\$1,888.00	\$5,085.00	\$4,800.24		\$0.00
0.621	MSY	TEMPORARY EROSION CONTROL BLANKET (ECB)	\$1,650.08	\$1,028.00	\$2,000.00	\$1,240.00	\$5,000.00	\$3,115.00		\$0.00
40	LF	SEDIMENT TUBES FOR DITCH CHECKS	\$7.00	\$280.00	\$11.00	\$440.00	\$12.00	\$500.00		\$0.00
300	LF	SILT FENCE	\$2.00	\$600.00	\$2.00	\$600.00	\$6.00	\$1,800.00		\$0.00
255	SY	STABILIZED CONSTRUCTION ENTRANCE	\$12.50	\$3,187.50	\$3.00	\$765.00	\$13.50	\$3,442.50		\$0.00
<b>GRAND TOTAL</b>				<b>\$220,127.00</b>		<b>\$223,806.22</b>		<b>\$283,293.74</b>		<b>\$0.00</b>

**PROCUREMENT - AGENDA ITEM SUMMARY**  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 19, 2017

**ITEM TITLE:**

**Title:** (8) 2018 Chevy Tahoes & (3) 2018 Silverado Trucks      **Department:** Sheriff's Office      **Amount:** \$356,246.00

**FINANCIAL IMPACT:**

Procurement was approved by Council in Fiscal Year 2017-2018 budget process.

Finance Approval: Sadale Price

Budget: \$400,000.00  
(For All Vehicles)

Project Cost: \$ 266,192.00 (8-Chevy Tahoes)  
\$ 90,054.00 (3-Silverado Trucks)  
**\$356,246.00**

**Balance:** \$43,754.00

**BACKGROUND DESCRIPTION:**

Sheriff's fleet vehicles necessary for fiscal year 2017-2018 operations include eight (8) 2018 Chevy Tahoes with Police Pursuit packages and three (3) Chevy Silverado Trucks. Love Chevrolet of Columbia, SC is the SC State Contract vendor for these vehicles. The new Tahoes will replace high-mileage vehicles currently used in the Sheriff's fleet. Two of the trucks will be used in the Sheriff's Special Services division and the third truck will be a patrol vehicle. The vehicles being replaced will be sold as surplus on GovDeals.com or by public auction; or they will replace older vehicles used in other County departments. The Fleet Maintenance Director also approves this purchase.

**ATTACHMENT(S):**

1. Spreadsheet showing Options added or deleted
2. State Contract Pricing

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council approve purchase of eight (8) 2018 Chevrolet Tahoes and three (3) 2018 Chevy Silverado trucks to Love Chevrolet of Columbia, SC, in the amount of \$356,246.00, per State Contract.

Submitted or Prepared By: Robyn Courtright  
Robyn Courtright, Procurement Director

Approved for Submittal to Council: T. Scott Moulder  
T. Scott Moulder, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

Sheriff's Vehicles 2017-2018 Fiscal Year			
Description	Quantity	Unit Price	Total Price
<b>2018 Chevy Tahoe PPV</b> includes: Z56 Police Rated Suspension, 5.3L V8, 6 Speed Automatic Transmission, A/C, Tilt Wheel, Cruise Control, Deep Tint Glass, Locking Differential, 17" Steel Wheels, P265 Police V Rated Tires, Power Windows, Locks, Mirrors, Keyless Remote Entry, 40/20/40 Seat, 60/40 Second Row, No Third Row Seat, Vinyl Floor Covering, 8" MyLink Radio, AM/FM Stereo with Bluetooth, Rear Vision Camera, Trailer Hitch, Assist Steps, Skid Plate package, 170amp HO Alternator. All Standard Equipment Included on State Contract.	8	\$31,633.00	\$253,064.00
<b>Adds:</b>			
Exterior Color: BLACK, Interior Color: CHARCOAL	8	\$0.00	\$0.00
Spotlight - Driver's Side	8	\$475.00	\$3,800.00
6J7 Flasher System for Headlamp, Taillamp	8	\$479.00	\$3,832.00
WX7 Wiring for Auxiliary Speaker for Upfitter	8	\$59.00	\$472.00
6J3 Wiring for Grille Lamps & Siren	8	\$89.00	\$712.00
6J4 Wiring for Horn & Siren Circuit	8	\$39.00	\$312.00
<b>SUBTOTAL FOR TAHOES</b>		<b>\$32,774.00</b>	<b>\$262,192.00</b>
Add \$500 State Sales Tax	8	\$500.00	\$4,000.00
<b>GRAND TOTAL</b>		<b>\$33,274.00</b>	<b>\$266,192.00</b>

Description	Quantity	Unit Price	Total Price
<b>2018 Chevrolet Silverado 3500</b> to include: 5.3L Gas Engine, 6 Speed Transmission, A/C, Tilt Wheel, Cruise Control, Power Windows, Locks & Mirrors, Keyless Remote Entry, AM/FM Stereo MyLink 7" Screen with Bluetooth Streaming, 18" 265 Duratrac Wrangler Tires, 18" Aluminum Wheels, Two Speed 4x4 Electronic Transfer Case, Locking Differential & Trailering, Z71 Off Road for Work Trucks Skid Plate package, Deep Tinted Rear Glass, Rear Vision Camera, Tow Hooks, E85 Flexfuel Capable, 40/20/40 Vinyl Seats and Floor Covering. All Standard Equipment Included on State Contract.	3	\$26,868.00	\$80,604.00
<b>Deducts:</b>			
Deduct for 1500 instead of 3500	3	-\$800.00	-\$2,400.00
<b>Adds:</b>			
Exterior Color: BLUE, Interior Color: GRAY VINYL	1	\$0.00	\$0.00
Exterior Color: BLACK, Interior Color: GRAY VINYL	2	\$0.00	\$0.00
Crew Cab and 4 x 4	3	\$3,450.00	\$10,350.00
<b>SUBTOTAL FOR SILVERADOS</b>	3	<b>\$29,518.00</b>	<b>\$88,554.00</b>
Add \$500 State Sales Tax	3	\$500.00	\$1,500.00
<b>GRAND TOTAL</b>		<b>\$30,018.00</b>	<b>\$90,054.00</b>

Rob Malpass, Procurement Manager  
Phone: (803) 737-5769  
Email: remalpass@mmo.sc.gov

Materials Management Office  
1201 Main Street, Suite 600  
Columbia, South Carolina 29201

Section: V  
Page: 9  
Date: 11/1/2016

## LE-8: Law Enforcement Utility - 4x2 SUV, Full Size, Four-Door, Flex Fuel

<u>Contract Number:</u>	4400011559	<u>Contractor:</u>	Love Chevrolet Company
<u>Initial Contract Term:</u>	11/1/2015 - 10/31/2016	<u>Address:</u>	100 Parkridge Drive, Columbia, SC 29212
<u>Contract Rollover Dates:</u>	11/1/2016 - 10/31/2017	<u>Vendor #:</u>	7000044959
<u>Order Cut Off Date:</u>	TBD	<u>Contact:</u>	Donna Casey
<u>Model:</u>	Chevrolet Tahoe PPV	<u>Email:</u>	<a href="mailto:governmentsales@loveauto.com">governmentsales@loveauto.com</a>
<u>Commodity Code:</u>	07105	<u>Telephone:</u>	803-794-9004 ext. 7
<u>Delivery Days ARO:</u>	90-120	<u>Fax:</u>	803-926-7467

**BASE PRICE**      ~~\$33,471.00~~      \$31,633.00

\*Click on the link above for an itemized listing of items included in the base price.

### Optional Additions

4x4 Pursuit Package	\$3,049.00
Spot Light, Driver Side, Pillar Mounted	\$475.00
Vehicle Backup Camera System	Factory Standard
Winch (State Standard Spec)	\$1,965.00

### Optional Deductions

Satellite Radio, Navigation, OnStar Type Equip	Factory Standard
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[Return to Index](#)

Michael Speakmon, Procurement Manager  
Phone: (803)737-9816  
Email: mspeakmon@mmo.sc.gov

Materials Management Office  
1201 Main Street, Suite 600  
Columbia, South Carolina 29201

Section: V  
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Date: 11/1/2016

## CC-2: Cab/Chassis, 11,200 GVWR

<u>Contract Number:</u>	<b>4400014138</b>	<u>Contractor:</u>	<b>Love Chevrolet</b>
<u>Initial Contract Term:</u>	11/1/2016 - 10/31/2017	<u>Address:</u>	P.O. Box 8387 Columbia, SC 29202
<u>Contract Rollover Dates:</u>	TBD - TBD	<u>Vendor #:</u>	7000044959
<u>Order Cutoff Date:</u>	TBD	<u>Contact:</u>	<b>Donna Casey</b>
<u>Model:</u>	<b>Chevrolet Silverado 3500 WT (CC36403)</b>	<u>Email:</u>	<a href="mailto:governmentsales@loveauto.com">governmentsales@loveauto.com</a>
<u>Commodity Code:</u>	07210	<u>Telephone:</u>	<b>803-794-9004</b>
<u>Delivery Days ARO:</u>	120	<u>Fax:</u>	<b>803-826-7467</b>

**BASE PRICE      \$26,868.00**

\*Click on the link above for an itemized listing of items included in the base price.

### **Optional Additions**

Alternator 130 AMP	150 AMP Standard
Body Installation Fee	\$300.00
<small>The Body Installation Fee is a charge based on the dealer arranging for bodies to be installed on this cab</small>	
Diesel Engine (GM Duramax 397HP)	\$8,311.00
4-Door Crew Cab - 60" CA	\$2,750.00
Front Stabilizer Bar	Factory Standard
<small>Includes Locking Rear Differential</small>	
Operators Manual	No Charge
Operator Training	No Charge
Posi-Traction/Limited Slip/Locking Differential Rear	
Axle	Factory Standard
<small>Includes Locking Rear Differential</small>	
Rear Stabilizer Bar	Factory Standard
Repair Technician Training	No Charge
Shop Manual (For All Components - CD or DVD Preferred)	\$200.00

### **Optional Deductions**

Auxiliary Power Connection-Standard State Spec	\$135.00
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Sixty (60") Inch CA

\$140.00

Step Bar Entry / Egress - (Standard State Specification)

\$250.00

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**PROCUREMENT - AGENDA ITEM SUMMARY**  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 19, 2017

**ITEM TITLE:**

**Title:** Engineering Services for Groundwater Sampling & Reporting

**Department:** Solid Waste

**Amount:** \$55,357.00

**FINANCIAL IMPACT:**

Procurement was approved by Council in Fiscal Year 2017-2018 budget process.

Finance Approval: Sadale Price

**Professional – Remaining Budget:** \$193,284

**Testing Wells – Remaining Budget:** \$ 46,264

**Project:** 25,310

**Project:** 30,047

**Balance:** \$167,974

**Balance:** \$16,217

**BACKGROUND DESCRIPTION:**

At the January 17, 2017 Council meeting, Council approved the award of RFP 16-09 to Smith Gardner, Inc., for Engineering Services for Solid Waste. The Solid Waste department wishes to contract with Smith Gardner to provide engineering services for groundwater monitoring at the Seneca and Five Forks landfills and the required analysis and submission of reports to SCDHEC. Smith Gardner has been providing these same services for over five years, but in the past the total amount has been less than \$50,000 and has not required Council approval. The increase is due to additional wells that need to be tested due to landfill remediation required by SCDHEC.

**ATTACHMENT(S):**

1. Smith Gardner proposal dated August 29, 2017

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council approve the total award of \$55,357.00 to Smith Gardner, Inc., of Raleigh, NC for engineering services for groundwater monitoring and reporting.

Submitted or Prepared By: Robyn Courtright  
Robyn Courtright, Procurement Director

Approved for Submittal to Council:

T. Scott Moulder  
T. Scott Moulder, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

August 29, 2017

Mr. Swain Still  
Solid Waste Director  
Oconee County  
P.O. Box 1766  
Seneca, South Carolina 29679

**RE: Proposal for Groundwater Monitoring  
2017-2018 Fiscal Year  
Oconee County, Seneca and Five Forks Landfills**

Dear Mr. Still:

Smith Gardner, Inc. (S+G) is pleased to submit this proposal for environmental monitoring services at the above referenced sites. Specifically, this proposal is for the completion of groundwater monitoring at the Seneca and Five Forks landfill facilities located in Oconee County, South Carolina.

S+G has provided the following scope of services, budget, and schedule for completion of the monitoring services at both landfills during the 2017-2018 fiscal year. The rates approved in the February 8, 2017 Professional Services Agreement between Oconee County and S+G have been used to prepare this budget.

#### SCOPE OF SERVICES

The following tasks are proposed for completion of this project.

##### **Task 1: Groundwater Sampling – Seneca Landfill**

S+G will mobilize to the Seneca Landfill on a semiannual schedule (2 sampling events) to collect groundwater samples from 24 wells per event. Additionally, surface water samples will be collected from 2 stream locations per sampling event. The wells will be purged utilizing disposable polyethylene bailers or a variable speed, submersible pump. Field parameters including pH, conductivity, temperature, and turbidity will be collected during purging. It is anticipated that field activities can be completed in three (3) days per sampling event.

Following collection, the surface water and groundwater samples will be submitted to a South Carolina Department of Health and Environmental Control (DHEC) certified laboratory for analysis in accordance with the following table.

Well No.	Parameter				
	VOCs (8260B)	Metals (6010)	Mercury	EDB/DBCP (8011)	Sulfate/Nitrate/ Chloride/Methane/Ethane/Ethene
MW-1	X	X		X	
MW-2	X	X		X	
MW-3	X	X		X	
MW-3D	X	X		X	
MW-3D2	X				
MW-3D3	X				
MW-4S	X	X	X	X	X
MW-5S	X	X		X	
MW-5D	X				
MW-6S	X	X		X	
MW-6D	X				
MW-6D2	X				
MW-7D	X	X		X	
MW-8D	X	X		X	
MW-11	X	X		X	
MW-12	X	X	X	X	X
MW-13	X	X	X	X	X
MW-16	X				
MW-16D	X				
MW-16D2	X				
MW-17	X	X		X	
MW-18	X				
MW-19	X				
MW-20	X				
Upstream	X				
Downstream	X				

VOCs = Volatile Organic Compounds  
 EDB = 1,2-Dibromoethane  
 DBCP = 1,2-Dibromo-3-chloropropane

**Task 2: Groundwater Sampling – Five Forks Landfill**

S+G will mobilize to the Five Forks Landfill on a semiannual schedule (2 sampling events) to collect groundwater samples from nine (9) wells and four (4) surface water points per event. The wells will be purged utilizing disposable polyethylene bailers and field parameters including pH, conductivity, temperature, and turbidity will be collected during purging. It is anticipated that the field activities can be completed in two (2) days per sampling event.

Following collection, the groundwater samples will be submitted to a DHEC-certified laboratory for analysis in accordance with the following table.

Well No.	Parameter		
	VOCs (8260B)	Metals (6010)	Sulfate/Nitrate/ Chloride/Methane/Ethane/Ethene
MW-4	X	X	X
MW-5	X	X	X
MW-6	X	X	X
MW-6D	X	X	X
MW-7S	X	X	X
MW-8D	X	X	X
MW-9S	X	X	X
MW-10D	X	X	X
MW-11D	X	X	X
SW-1	X	X	
SW-2	X	X	
SW-3	X	X	
SW-4	X	X	

VOCs = Volatile Organic Compounds

**Task 3: Report Preparation - Seneca Landfill**

A semiannual and annual report will be prepared for the Seneca Landfill facility documenting the activities completed. Additionally, the results of the laboratory analyses will be discussed in the reports along with statistical analyses (annual report). Groundwater elevation contour maps will also be included to document the direction of groundwater flow. Finally, landfill gas monitoring results will be discussed in the report.

**Task 4: Report Preparation - Five Forks Landfill**

A semiannual and annual report will be prepared for the Five Forks Landfill facility documenting the activities completed. Additionally, the results of the laboratory analyses will be discussed in the reports along with statistical analyses (annual report). Groundwater elevation contour maps will also be included to document the direction of groundwater flow. Finally, landfill gas monitoring results will be discussed in the report.

**BUDGET**

Services will be billed according to S+G's Standard Fee Schedule (previously submitted) on a not-to-exceed basis. The following table provides estimated budgets for each task:

<b>Task</b>	<b>Description</b>	<b>S+G Labor Costs</b>	<b>Anticipated Hours</b>	<b>Laboratory Costs &amp; Expenses*</b>	<b>Estimated Total</b>
1	Groundwater Sampling-Seneca Landfill	\$9,823.00	100 hrs. - Ransom 6.5 hrs. - Anderson	\$15,710.00	\$25,533.00
2	Groundwater Sampling-Five Forks Landfill	\$4,306.00	42 hrs. - Ransom 4 hrs. - Anderson	\$9,200.00	\$13,506.00
3	Report Preparation-Seneca Landfill	\$9,942.00	5 hrs. - Anderson 70 hrs. - Wolf 12 hrs. - Jones	\$200.00	\$10,142.00
4	Report Preparation-Five Forks Landfill	\$5,976.00	4 hrs. - Anderson 40 hrs. - Wolf 8 hrs. - Jones	\$200.00	\$6,176.00

Notes: \*=10% mark-up

**\$55,357.00**

The above laboratory costs and expenses include a 10% mark-up fee. The budget presented above represents a reasonable estimate based on our experience on most sites as well as groundwater sampling reports provided by Oconee County.

**SCHEDULE**

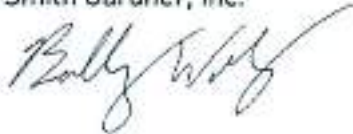
S+G can begin the above scope of services immediately upon authorization to proceed from Oconee County. Based on a review of groundwater documents provided by Oconee County, and in accordance with facility permits, semiannual sampling events for both landfills should begin in September 2017.

Mr. Swain Still  
August 29, 2017  
Page 5

We appreciate the opportunity to assist Oconee County in this scope of services. If you have any questions, or require further information, please contact us at (919) 828-0577 or by email below.

Sincerely,

Smith Gardner, Inc.



Bobby Wolf, P.G.  
Project Geologist  
Ext. 302  
[bobby@smithgardnerinc.com](mailto:bobby@smithgardnerinc.com)



C. Kevin Anderson, P.G.  
Senior Geologist  
Ext. 227  
[kevin@smithgardnerinc.com](mailto:kevin@smithgardnerinc.com)

File

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: September 19, 2017  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Local ATAX Grants / Fall 2017 Cycle / \$74,910

**BACKGROUND OR HISTORY:**

A portion of Local ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission based on tourism impact of the project and approved by County Council. **Normally, the PRT Commission recommends up to \$40,000 each cycle for external grants. This cycle included two emergency requests and the PRT Commission request using an additional \$10,000 this cycle only.** All external ATAX grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant.

These reports are placed in the grant folder, which is kept active by the PRT staff until the grant is considered complete. Internal projects through Oconee PRT are also funneled through local ATAX for eligible projects.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? No [review #2001-15 on Procurement's website]  
If no, explain briefly: NO-ATAX grants

**FINANCIAL IMPACT:**

**Beginning Local ATAX balance** \$221,365  
**If all grants/projects approved/new balance will be:** \$146,455

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes  
If yes, who is matching and how much: Varies by grant!

**ATTACHMENTS**

Spreadsheet approved by PRT Commission on 8/31/17.

**STAFF RECOMMENDATION:**

Approval of ATAX grant recommendations per the attached spreadsheet.

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants      \_\_\_\_\_ Procurement

**Submitted or Prepared By:**

**Approved for Submittal to Council:**

Phil Shirley, PRT Director  
Department Head/Elected Official

\_\_\_\_\_  
Scott Moulder, County Administrator

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*A calendar with due dates marked may be obtained from the Clerk to Council.*

Aug-17

**Local ATAX Grants**

Applicant	Funds Request	Project Description	Amount Eligible for ATAX	PRT Commission Recommendation
Walhalla Civic Auditorium	\$14,440	Emergency repairs-mold clean up, A/C repair	\$14,440.00	\$10,000
OHC-General Store Museum	\$14,227	Emergency roof repair	\$14,227.00	\$8,500
Westminster Music Centre	\$10,000	Advertising	\$4,000.00	\$4,000
City of Seneca-Half Marathon	\$10,000	Advertising	\$10,000.00	\$8,500
Discover Upcountry Carolina	\$10,000	Advertising	\$10,000.00	\$5,000
Walhalla Oktoberfest Committee	\$7,000	Advertising	\$7,000.00	\$3,500
Issaqueena's Last Ride	\$2,000	Advertising	\$2,000.00	\$1,710
Foothills Farmstead	\$24,000	Farmhouse rebuild	\$15,600.00	\$4,000
Lunney House Museum	\$3,000	Advertising	\$3,000.00	\$2,000
OPUS Trust-Appalachian Homecoming	\$700	Advertising	\$700.00	\$500
Upstate Heritage Quilt Trail	\$2,000	15,000 Trail map brochures	\$2,000.00	\$1,500
Blue Ridge Arts Center	\$3,500	Advertising	\$895.00	\$790

\$100,867

\$83,862.00

**Total ATAX Grant Recommendations**

**\$50,000**

**PRT Internal Projects**

Oconee PRT	\$2,910.00	Waterfall brochure distribution	\$2,910.00	\$2,910.00
Oconee PRT	\$2,500.00	2018 Skeeter Qualifying Tournament	\$2,500.00	\$2,500.00
Oconee PRT	\$5,000.00	2019 Skeeter Bass Championship	\$5,000.00	\$5,000.00
Oconee PRT	\$9,500.00	Grills and fire rings-High Falls Campground	\$9,500.00	\$9,500.00
Oconee PRT	\$5,000.00	new trade show branded banners/promo items	\$5,000.00	\$5,000.00

\$24,910.00

\$24,910

**Total PRT Projects**

**\$24,910**

**Total Recommended**

**\$74,910**



**REAL PROPERTY SUBLEASE AGREEMENT**

between

**THE FAIR-OAK YOUTH CENTER, INC.**

as Lessor

and

**UPSTATE CHILDREN'S CENTER OF OAKWAY, INC.**

as Lessee

**REAL PROPERTY SUBLEASE AGREEMENT**

**THIS REAL PROPERTY SUBLEASE (“Lease”)** is made and entered into by **THE FAIR-OAK YOUTH CENTER, INC.**, as lessor (“Lessor”) and **UPSTATE CHILDREN’S CENTER OF OAKWAY, INC.** as lessee (“Lessee”), dated as of \_\_\_\_\_, 2017 (the “Lease Commencement Date”).

**RECITALS:**

**WHEREAS**, Lessor is in possession of that certain real property, including all improvements thereon, as shown and designated as Lease Parcel 1 containing 13.288 acres, more or less, on Plat of Survey prepared by Stephen Edwards, PLS # 19881, dated February 14, 2017, and recorded in Plat Book B578 at Pages 8 and 9, records of Oconee County, and,

**WHEREAS**, Lessor executed a lease of this property on August 8, 2017 from the fee simple owner, The County of Oconee, South Carolina; and

**WHEREAS**, Lessee desires to sublease the Lease Premises from Lessor for various community enrichment and support activities and enterprises; and

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

**ARTICLE 1 - DEMISE OF LEASE PREMISES**

Section 1.1. **Premises.** Lessor, for and in consideration of the rents, covenants and conditions herein set forth, does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Lease Premises (The Premises shall be those areas set forth in the attached Exhibit A), subject to all easements, restrictions, rights of way, and encroachments of record and subject to the terms, conditions and provisions hereof.

Section 1.2. **Quiet Enjoyment.** Lessor covenants and agrees that Lessee, upon paying the rent herein provided and observing and keeping the covenants, conditions, and terms of this Lease on Lessee’s part to be kept or performed, shall lawfully and quietly hold, occupy and enjoy the Lease Premises during the “Term” (as hereinafter defined) of this Lease without hindrance of Lessor or any person claiming under Lessor. Notwithstanding the foregoing, Lessee’s rights established under this Lease are subject to Lessor’s rights to use the Lease Premises as provided herein. Lessor hereby retains the right to enter upon and inspect the Lease Premises at reasonable times and upon reasonable notice; and, Lessor further reserves the right to enter upon the Lease Premises, without prior notice, in the event of an emergency condition or situation, as reasonably determined by Lessor.

**ARTICLE 2 - LEASE TERM**

Section 2.1. **Lease Term.** The term of this Lease (the “Term”) shall commence on the Lease Commencement Date and shall continue through the day immediately preceding the third anniversary of the Lease Commencement Date, unless earlier terminated as provided herein. After the third anniversary, one year lease renewals will be negotiated.

Section 2.2. **Reversion.** At the expiration or earlier termination of this Lease, whether by

default, eviction or otherwise, all improvements/infrastructure existing upon the Lease Premises shall, without compensation to Lessee or any other party, then become or remain, as the case may be, the sole property of Lessor or Lessor's designee, free and clear of all claims to or against them by Lessee or any third person attributable to Lessor or Lessee, and all claims, liens, security interests, and encumbrances, other than those claims that are attributable to any act or omission of Lessor or created hereafter in accordance with the terms of this Lease. All alterations, improvements, additions and utility installations which may be made on the Lease Premises shall be the property of Lessor and shall remain upon and be surrendered with the Lease Premises at the expiration or earlier termination of this Lease. Notwithstanding the foregoing, any machinery or equipment owned by Lessee or any sublessee, other than that which is permanently affixed to the Lease Premises so that it cannot be removed without material damage to the Lease Premises, shall remain the property of Lessee or any sublessee, as may be applicable, and may be removed; provided, however, that Lessee removes or causes its removal prior to the expiration of the Lease or prior to the effective date of termination of the Lease, whichever is applicable.

### **ARTICLE 3 - RENT, TAXES AND UTILITIES**

Section 3.1. **Rent.** In consideration for use of 8482 square feet of interior floor space known as the Elementary Wing as shown in Exhibit A, and 14,300 square feet of outside space known as the Tennis Court for fenced playground space. Lessee shall pay Lessor the sum of \_\_\_\_\_ dollars per calendar month beginning November 1, 2017 (\$ \_\_\_\_\_) per year.

Section 3.2. **Taxes.** Lessee shall be responsible for any and all taxes, fees, assessments, and charges, if any, that are attributable to the Lease Premises and the improvements and activities located thereon during the Term. These expenses will be escrowed as part of monthly lease payment. These expenses will be reviewed by Lessor and Lessee prior to each one year anniversary from the Lease Commencement Date. and mutually agreed upon adjustment may be made.

Section 3.3. **Utilities.** Lessee shall be responsible for all charges incurred for water, heat, gas, electricity, trash disposal, and any and all other utilities used by Lessee at Lease Premises. These expenses will be escrowed as part of monthly lease payments. These expenses will be reviewed by Lessor and Lessee prior to each one year anniversary from the Lease Commencement Date, and mutually agreed upon adjustments may be made.

Section 3.4. **No Security Deposit.** No security deposit is required hereunder.

Section 3.5. **Costs.** It is the intent of the parties, except as otherwise provided in this Lease, that Lessee pay all costs, charges, insurance premiums, taxes, utilities, expenses, and assessments arising during the Term of every kind and nature incurred for, against, or in connection with the Lease Premises.

### **ARTICLE 4 - USE OF PREMISES**

Section 4.1. **Permitted Uses.** Lessor shall allow Lessee, its agents, employees, successors, assigns, and sublessees to use the Lease Premises for various community enrichment and support activities and enterprises (the "Permitted Uses"). Lessee and its sublessees, successors and assigns shall only use the Lease Premises for the Permitted Uses unless written consent for any other purpose is given by the Lessor, which consent shall not be unreasonably withheld.

## **ARTICLE 5 – HAZARDOUS MATERIALS**

**Section 5.1.** Throughout the Term, Lessee and Lessee’s employees, agents, sublessees, invitees, licensees, and contractors shall not cause, permit, or allow any substances, chemicals, materials, or pollutants (whether solid, liquid, or gaseous) deemed to be toxic or hazardous or the manufacture, storage, transport, or disposal of which is regulated, governed, restricted, or prohibited by any federal, state, or local agency or authority, or under any federal, state, or local law, ordinance, rule, or regulation related to the environment, health, or safety (collectively, “Environmental Laws”), including, without limitation, any oil, gasoline, petroleum, petroleum by-products, hazardous substances, toxic substances, hazardous waste, asbestos, or asbestos containing materials (collectively, “Hazardous Materials”), to be handled, placed, stored, dumped, released, manufactured, used, transported, or located on, in, under, or about the Lease Premises. Notwithstanding the foregoing, Lessee shall not be prohibited from handling, placing, storing, using and transporting Hazardous Materials that are required to be used by Lessee consistent with the Permitted Uses, so long as such materials are handled, used, stored and transported in accordance with applicable laws and regulations.

**Section 5.2.** Lessee shall give Lessor immediate written notice of any problem, spill, discharge, threatened discharge, or discovery, or claim thereof, of any Hazardous Materials on or about the Lease Premises.

**Section 5.3. Remediation.** If at any time during the Lease Term any contamination of the Lease Premises by Hazardous Materials shall occur where such contamination is caused by the act or omission of Lessee (“Lessee Contamination”), then Lessee, at no expense to Lessor, shall promptly and diligently remove such Hazardous Materials from the Lease Premises, or the groundwater underlying the Lease Premises, to the extent reasonably possible in accordance with the requirements of the applicable Hazardous Materials Laws and industry standards then prevailing in the Hazardous Materials management and remediation industry in the State of South Carolina.

## **ARTICLE 6 – IMPROVEMENTS**

**Section 6.1. Improvements and Alterations.** Lessee shall not undertake to materially improve, alter, or change the exterior or interior of the Premises without prior written consent of Lessor. All alterations, additions, and improvements made in or to the Premises shall, unless otherwise provided by written agreement, be the property of Lessor and remain and be surrendered with the Premises, and Lessee waives all claim for damages to or loss of any property belonging to the Lessee that may be left in or upon the Premises, or which is attached thereto and/or becomes a fixture.

## **ARTICLE 7 – MAINTENANCE**

**Section 7.1. Maintenance, Repairs, and Upkeep Provided by Lessee.** Lessee shall be responsible for all necessary repairs and maintenance to renovations made and equipment installed bsee, normal housekeeping, floor maintenance, trash removal, and upkeep of the playground area of

the Lease Premises. Lessee would also be responsible any damage incurred during renovations and normal use of the Lease Premises.

Section 7.2. Maintenance, Repairs, and Upkeep provided by Lessor. Lessor shall be responsible for all necessary repairs and maintenance of Lease Premise structure and equipment as existed on the day immediately prior to the Lease Commencement date.

Section 7.3. As Is Condition of the Premises. Subject to the provisions of this Lease, with specific reference being made to Articles 5 and 7, the Lease Premises is presented to Lessee by Lessor without representation or warranty as to the condition of the Premises in general, or as to Lessee's contemplated uses specifically.

### **ARTICLE 8 – LIENS**

Section 8.1. Prohibition of Liens. Lessee shall not suffer, create, or permit any mechanic's liens or other liens to be filed against the Lease Premises, or any part thereof, by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee.

### **ARTICLE 9 – CONDEMNATION**

Section 9.1. Condemnation. In the event the entire Lease Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking or conveyance made in lieu thereof and Lessor and Lessee shall thereupon be released from any further duties or obligations hereunder. If a portion of the Lease Premises is taken, or conveyance made in lieu thereof, then Rent shall be equitably apportioned according to the portion of Lease Premises so taken, and Lessee shall, at its own expense, restore the remaining portion of Lease Premises to operate as a Permitted Use.

### **ARTICLE 10 - ASSIGNMENT AND SUBLETTING**

Section 10.1. Limitation on Assignment and Subletting. Lessee may not sell, assign, sublease, convey or transfer all or substantially all of Lessee's interest in this Lease and the leasehold estate created hereby, without the prior written consent of Lessor, which consent will not be unreasonably withheld or delayed. Any assignment, sublease, conveyance or transfer of Lessee's interest in this Lease shall be subject to compliance with the provisions of this Lease. In the event of an assignment, sale or transfer of all, or substantially all, of Lessee's interest in this Lease, any such assignee, buyer or transferee shall be required to assume in writing all of the Lessee's obligations and shall be bound by all of the terms of this Lease.

### **ARTICLE 11 – INSURANCE AND INDEMNITY**

Section 11.1. Comprehensive Liability Insurance. Lessee shall maintain a policy of Comprehensive General Liability (CGL) insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of South Carolina,

covering the use and activity contemplated by this Lease with combined single limits of no less than One Million and 00/100 (\$1,000,000) Dollars per occurrence and One Million and 00/100 (\$1,000,000) Dollars aggregate, with Two Million and 00/100 (\$2,000,000) Dollars umbrella coverage, by the terms of which Lessor, Lessee, and Oconee County are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Lease Premises, or any structure thereon or any part thereof. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by Lessor. A certificate of said insurance, together with proof of payment of the premium thereof shall be delivered to Lessor, and renewal certificates and proof of payment of premium therefor shall be delivered to Lessor not less than fifteen (15) days prior to the renewal date of any such insurance policies during the Term. Such insurance shall be cancelable only after thirty (30) days' prior written notice to Lessor, Lessee, and Oconee County. In the event Lessee fails to timely pay any premium when due, Lessor shall be authorized to do so, and may charge all costs and expenses thereof, including the premium, to Lessee, to be paid by Lessee as additional rent hereunder.

Section 11.2. Fire and Extended Coverage Property Insurance. Lessor shall not maintain a policy of insurance insuring the Lease Premises and any improvements/infrastructure thereon against loss or damage by fire, acts of God, or any other occurrence. Lessee shall, at its option, obtain such coverage.

Section 11.3. Waiver of Subrogation. Lessee and all parties claiming under it releases and discharges Lessor from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by the casualty and liability insurance to be carried on the Lease Premises or in connection with any improvements/infrastructure on or activities conducted on the Lease Premises, and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, and shall evidence such waiver by endorsement to the required insurance policies, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage (provided that in the case of increased cost, Lessor shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect).

Section 11.4. Additional Insurance: Lessor will not be responsible for any loss to personal property of Lessee, or Lessee's, guests, invitees, licensees, sublessees, or others entering the Premises for activities related to this Lease, due to fire, theft, or any other damages, including any acts of nature. Lessee understands that Lessor will not carry insurance that would cover personal property due to loss and that it is the Lessee's responsibility to obtain insurance to cover such property.

Section 11.5. Indemnification. Lessee hereby agrees to indemnify, protect, defend, and hold Lessor and its officers, board members, employees, agents, attorneys, successors, and assigns harmless from and against any and all losses, damages, actions, fines, penalties, demands, damages, liability, and expense, including attorneys' fees and costs through litigation and all appeals, in connection with the loss of life, personal injury, and damage to property, resulting (in whole or in part) from the negligence or intentional misconduct of Lessee, its employees, agents, or sublessees and arising from or out of (i) any occurrence in, upon, at or about the Lease Premises and/or (ii) the

occupancy, use, or construction upon and maintenance of the Lease Premises. Nothing contained herein shall be construed to make Lessee liable for any injury or loss primarily caused by the gross negligence or willful misconduct of Lessor or any agent or employee of Lessor.

## **ARTICLE 12 - DAMAGE AND DESTRUCTION**

Section 12.1. Damage to or Destruction of Project - Insurance. In the event the Lease Premises is damaged or destroyed, in whole or in part, so as to make it unusable for the purposes intended, to the extent insurance is available and it is commercially reasonable to do so, Lessor, may, at its option, choose to rebuild the Lease Premises in substantially the same form as it existed at the time of the damage or destruction, within one year from the date of damage or destruction.

## **ARTICLE 13 - DEFAULTS AND REMEDIES**

Section 13.1. Defaults. Each of the following events shall be a default by Lessee and a breach of this Lease and constitute an "Event of Default":

- (a). Abandonment. Abandonment of the Lease Premises, or the improvements/infrastructure now or hereafter constructed thereon, where such abandonment continues for a period of One Hundred and Twenty (120) consecutive days. Such abandonment shall not include any time that the Lease Premises are vacated due to a casualty.
- (b). Attachment or Other Levy. The subjection of any right or interest of Lessee in the Lease Premises to attachment, execution or other levy, or to seizure under legal process, if not released within sixty (60) days, after written notice of same.
- (c). Default of Performance Under this Lease. The failure of Lessee to observe or perform any of its material covenants, conditions or agreements under this Lease; or the material breach of any warranties or representations of Lessee under this Lease.
- (d). Insolvency; Bankruptcy. An assignment by Lessee for the benefit of creditors, or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending time for payment, adjustment or satisfaction of Lessee's liabilities; or reorganization, dissolution, or arrangement on account of, or to prevent bankruptcy or insolvency; unless, in case of such that are involuntary on Lessee's part, the assignment, proceedings, and all consequent orders, adjudications, custodies and supervisions are dismissed, vacated, or terminated within sixty (60) days after the assignment, filing or other initial event.

Section 13.2. Notice and Right to Cure. Lessee shall have sixty (60) days to cure a default after written notice is given by Lessor to Lessee and to the leasehold mortgagee, specifying the nature of the default; provided, however, that if after exercise of due diligence and its best efforts to cure such default Lessee is unable to do so within the sixty (60) day period, then the cure period may be extended, upon written agreement by Lessor, for a such reasonable time as may be deemed necessary by Lessor to cure the default.

Section 13.3. Remedies. If any default by Lessee shall continue uncured by Lessee upon expiration of the applicable cure period, Lessor may exercise any one or all of the following remedies in addition to all other rights and remedies provided by law or equity, from time to time,

to which Lessor may resort cumulatively or in the alternative:

- (a). Termination of Lease in its Entirety. Lessor Or Lessee may terminate this Lease upon sixty (60) days written notice. Thereafter, all of Lessee's rights in the Lease Premises and in and to all improvements/infrastructure located thereon shall terminate upon termination of this Lease. Promptly upon any such termination, Lessee shall surrender and vacate the Lease Premises and any other improvements/infrastructure located thereon, and Lessor may re-enter and take possession of the Lease Premises and all improvements/infrastructure located thereon. Termination under this paragraph shall not relieve Lessee from any claim for damages previously accrued, or then accruing, against Lessee. The Lessor shall have the right to relet the Leased Premises under such terms and conditions as it may be able, and the Lessee shall be relieved of any responsibility for any future rental due hereunder, up to and including the end of the original term.
- (b). Re-entry Without Termination. Lessor may, at Lessor's election, have the right to re-enter the Lease Premises and improvements/infrastructure located thereon, and retake possession of the leased premises immediately and all rights of possession of the Lessee shall end and the Lessor shall have the right to relet the Lease Premises and improvements/infrastructure thereon, or any part(s) of them for the account, and in the name of the Lessee or otherwise, under such terms and conditions as it may be able, the Lessee remaining responsible for any and all loss of rental suffered by Lessor by reason of a breach of this Agreement, up to and including the end of the term. Any reletting may be for the remainder of the Term or for any longer or shorter period. Lessor shall have the further right, at Lessor's option, to make such reasonable and necessary alterations, repairs, replacements and/or restorations in order to facilitate the reletting of the Leased Premises.
- (c). Lessee's Personal Property. Lessor may, at Lessor's election, use Lessee's personal property and trade fixtures or any of such property and fixtures left on the Lease Premises after termination or expiration of this Lease without compensation and without liability for use or damage, or Lessor may store them for the account and at the cost of Lessee. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item, or for the same item at a later time.
- (d). Appointment of Receiver. Lessor may, if Lessor elects to file suit to enforce this Lease and/or protect its rights hereunder, in addition to the other remedies provided in this Lease and by law, have the appointment of a receiver of the Lease Premises and the improvements/infrastructure thereon.

Section 13.4. Remedies Cumulative. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Lessor from time to time at its election, and nothing contained herein shall be deemed to require Lessor to postpone suit until the date when the term of this Lease would have expired nor limit or preclude recovery by Lessor against Lessee of any sums or damages which, in addition to the damages particularly provided above, Lessor may lawfully be entitled by reason of any default hereunder on the part of Lessee. All of the remedies hereinbefore given to Lessor and all rights and remedies given to it at law and in equity shall be cumulative and concurrent.

Section 13.5. Lessee's Liability After Default. If Lessee shall default in the performance of any of its obligations under this Lease, Lessor, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Lessee, without



notice in a case of emergency, and in any other case only if such default continues after the expiration of the curing period applicable under this Lease. Any reasonable expenses incurred by Lessor in connection with any such performance, and all reasonable attorneys' fees, including appellate, bankruptcy and post-judgment proceedings involved in collecting or endeavoring to collect the rent or any additional rent or any part thereof or enforcing or endeavoring to enforce any rights against Lessee or Lessee's obligations hereunder, shall be due and payable upon Lessor's submission of an invoice therefor. All sums advanced by Lessor on account of Lessee under this Section, or pursuant to any other provision of this Lease, and all rent, if delinquent or not paid by Lessee and received by Lessor when due hereunder, shall bear interest at the maximum allowable interest rate in the State of South Carolina or at a rate of twelve percent (12%) per annum, whichever is higher, from the due date thereof until paid and the same shall be and constitute additional rent and be due and payable upon Lessor's demand therefor.

Section 13.6. Holdover. If Lessee remains in possession of the Lease Premises or any part thereof after the expiration or earlier termination of this Lease, Lessee shall become a Lessee at sufferance. Notwithstanding that Lessor may allow Lessee to continue in possession after the expiration or earlier termination of this Lease, neither that nor the provisions of this Section shall constitute a waiver of any of Lessor's rights under this Section or this Lease.

#### **ARTICLE 14 - SURRENDER AND REMOVAL**

Section 14.1. Surrender of Possession. Upon the expiration of the Term or any earlier termination thereof, Lessee shall surrender to Lessor possession of the Lease Premises and all improvements/infrastructure constructed located and installed thereon. If Lessee is not then in default under any of the covenants and conditions hereof, Lessee may remove, or cause to be removed, all personal property and equipment of Lessee, other than permanent fixtures, from the Lease Premises prior to the expiration or effective date of termination of this Lease; thereafter all such personal property and equipment not removed shall belong to Lessor without the payment of any consideration.

#### **ARTICLE 15 – GENERAL PROVISIONS**

Section 15.1. Conditions and Covenants. All of the provisions of this Lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

Section 15.2. Survival. All representations and warranties of Lessee or Lessor under this Lease shall survive the expiration or sooner termination of this Lease for acts occurring prior to expiration or termination of this Lease.

Section 15.3. No Waiver of Breach. No failure by either Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 15.4. Unavoidable Delay - Force Majeure. If either party shall be delayed or

prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 15.5. Notices. Unless otherwise specifically provided in this Lease or by law, any and all notices or other communications required or permitted by this Lease or by law to be served on, given to, or delivered to any party to this Lease shall be writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

LESSOR:

Fair-Oak Youth Center, Inc.  
ATTN: Tony Adams, President  
P.O. Box 212  
Fairplay, SC 29643

LESSEE:

Upstate Children's Center Of Oakway, Inc.  
ATTN: Lindsay S. Alexander, Owner  
905 East Main Street  
Walhalla, S.C. 29691

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

Section 15.6. Gender. The use herein of (1) any gender includes all others, and (2) the singular number includes the plural and vice-versa, whenever the context so requires.

Section 15.7. Captions. Captions in this Lease are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Lease or any of the terms hereof.

Section 15.8. Waiver; Amendment. No modification, waiver, amendment, discharge or change of this Lease shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

Section 15.9. Attorney's Fees. If either party retains an attorney to enforce or interpret this Lease, the prevailing party shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorneys' fees and costs incurred through litigation, bankruptcy

proceedings and all appeals.

Section 15.10. Time. Time is of the essence of each obligation of each party hereunder.

Section 15.11. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of South Carolina, without regard to conflict of law principles.

Section 15.12. Binding Effect. Subject to any provision of this Lease that may prohibit or curtail assignment of any rights hereunder, this Lease shall bind and inure to the benefit of the respective heirs, assigns, personal representatives, and successors of the parties hereto.

Section 15.13. Execution of Other Instruments. Each party agrees that it shall, upon the other's request, take any and all steps, and execute, acknowledge and deliver to the other party any and all further instruments necessary or expedient to effectuate the purpose of this Lease.

Section 15.14. Severability. If any term, provision, covenant or condition of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable or is otherwise challenged and determined to be invalid, illegal or incapable of being enforced as a result of any rule of law or public policy issued by an administrative or judicial forum that is not subject to further appeal or is not actually appealed, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. In such event or if an opinion of counsel is provided to the effect that this Lease is not so enforceable, the parties hereto shall negotiate in good faith to modify this Lease so as to effect the original intent of the parties as closely as possible and to comply with applicable law, regulations or published governmental interpretations thereof, in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 15.15. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument.

Section 15.16. Estoppel Certificate. Either party shall execute, acknowledge and deliver to the other party, within twenty (20) days after requested by the other party, a statement in writing certifying, if such is the case, that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified); the date of the commencement of this Lease; any alleged defaults and claims against the other party; and such other information as shall be reasonably requested.

Section 15.17. Dispute Resolution; Waiver of Trial by Jury. Any conflict, dispute or grievance (collectively, "Conflict") by and between Lessor and Lessee shall be submitted to mediation before initiating court proceedings. The mediator selected to conduct the mediation must be mutually agreed upon by Lessor and Lessee. Unless the parties otherwise agree, the mediator must be certified in South Carolina state courts and have experience in matters forming the basis of the Conflict. The site for the mediation shall be Oconee County, South Carolina, and the mediation hearing shall be held within thirty (30) days of the selection of the mediator, unless otherwise agreed. Each party shall bear its own expenses associated with the mediation and the parties shall split the fees and expenses of the mediator evenly. Failure to agree to the selection of a mediator or failure to resolve the Conflict through mediation will entitle the parties to pursue other methods of dispute resolution, including without limitation, litigation. Notwithstanding any other provision contained herein, nothing in this Agreement shall be construed as requiring either party to participate in mediation prior to initiating court proceedings in which a temporary restraining order or preliminary injunction is sought. In such situations, the parties shall conduct mediation within thirty (30) days after the hearing on such motions or within such other time as is prescribed by the

Court.

LESSOR AND LESSEE MUTUALLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, OR ARISING OUT OF ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS. THIS WAIVER IS A MATERIAL INDUCEMENT OF LESSEE AND LESSOR TO ENTER INTO THIS LEASE.

IN WITNESS WHEREOF, this Lease has been executed on the respective dates set forth below.

IN THE PRESENCE OF:

LESSOR:

**FAIR-OAK YOUTH CENTER, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LESSEE

**UPSTATE CHILDREN'S CENTER OF OAKWAY, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**(ROOMS AND AREAS WHICH ARE SUBJECT TO THIS LEASE)**

**REAL PROPERTY SUBLEASE AGREEMENT**

between

**THE FAIR-OAK YOUTH CENTER, INC.**

as Lessor

and

**Oconee Conservatory of Fine Arts**  
**(Upstate Heritage Quilt Trail)**

as Lessee

## REAL PROPERTY SUBLEASE AGREEMENT

THIS REAL PROPERTY SUBLEASE ("Lease") is made and entered into by THE FAIR-OAK YOUTH CENTER, INC., as lessor ("Lessor") and Oconee Conservatory of Fine Arts (UPSTATE HERITAGE QUILT TRAIL) as lessee ("Lessee"), dated as of \_\_\_\_\_, 2017 (the "Lease Commencement Date").

### RECITALS:

WHEREAS, Lessor is in possession of that certain real property, including all improvements thereon, as shown and designated as Lease Parcel 1, containing 13.288 acres, more or less, on Plat of Survey prepared by Stephen Edwards, PLS #19881, dated February 14, 2017, and recorded in Plat Book B578 at Pages 8 and 9, records of Oconee County; and,

WHEREAS, Lessor executed a lease of this property on August 8, 2017 from the fee simple owner, The County of Oconee, South Carolina; and

WHEREAS, Lessee desires to sublease the Lease Premises from Lessor for various community enrichment and support activities and enterprises; and

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

### ARTICLE 1 - DEMISE OF LEASE PREMISES

Section 1.1. Premises. Lessor, for and in consideration of the rents, covenants and conditions herein set forth, does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Lease Premises (The Premises shall be those areas set forth in the attached Exhibit A), subject to all easements, restrictions, rights of way, and encroachments of record and subject to the terms, conditions and provisions hereof.

Section 1.2. Quiet Enjoyment. Lessor covenants and agrees that Lessee, upon paying the rent herein provided and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy and enjoy the Lease Premises during the "Term" (as hereinafter defined) of this Lease without hindrance of Lessor or any person claiming under Lessor. Notwithstanding the foregoing, Lessee's rights established under this Lease are subject to Lessor's rights to use the Lease Premises as provided herein. Lessor hereby retains the right to enter upon and inspect the Lease Premises at reasonable times and upon reasonable notice; and, Lessor further reserves the right to enter upon the Lease Premises, without prior notice, in the event of an emergency condition or situation, as reasonably determined by Lessor.

### ARTICLE 2 - LEASE TERM

Section 2.1. Lease Term. The term of this Lease (the "Term") shall commence on the Lease Commencement Date and shall continue through the day immediately preceding the \_\_\_\_\_ anniversary of the Lease Commencement Date, unless earlier terminated as provided herein.

Section 2.2. Reversion. At the expiration or earlier termination of this Lease, whether by



default, eviction or otherwise, all improvements/infrastructure existing upon the Lease Premises shall, without compensation to Lessee or any other party, then become or remain, as the case may be, the sole property of Lessor or Lessor's designee, free and clear of all claims to or against them by Lessee or any third person attributable to Lessor or Lessee, and all claims, liens, security interests, and encumbrances, other than those claims that are attributable to any act or omission of Lessor or created hereafter in accordance with the terms of this Lease. All alterations, improvements, additions and utility installations which may be made on the Lease Premises shall be the property of Lessor and shall remain upon and be surrendered with the Lease Premises at the expiration or earlier termination of this Lease. Notwithstanding the foregoing, any machinery or equipment owned by Lessee or any sublessee, other than that which is permanently affixed to the Lease Premises so that it cannot be removed without material damage to the Lease Premises, shall remain the property of Lessee or any sublessee, as may be applicable, and may be removed; provided, however, that Lessee removes or causes its removal prior to the expiration of the Lease or prior to the effective date of termination of the Lease, whichever is applicable.

### **ARTICLE 3 - RENT, TAXES AND UTILITIES**

Section 3.1. Rent. In consideration for use of 1863 square feet of interior space known as the Old Home Economics Department, Lessee shall pay Lessor the sum of [REDACTED] dollars per calendar month (\$ [REDACTED]) per year. Utility costs are included in this monthly rental payment.

Section 3.2. Taxes. Lessee shall be responsible for any and all taxes, fees, assessments, and charges, if any, that are attributable to the Lease Premises and the improvements and activities located thereon during the Term.

Section 3.3. Utilities. Lessee shall be responsible for all charges incurred for water, heat, gas, electricity, trash disposal, and any and all other utilities used by Lessee at Lease Premises. These expenses will be escrowed as part of monthly lease payments. These expenses will be reviewed by Lessor and lessee prior to each one year anniversary from the Lease commencement Date, and mutually agreed upon adjustments may be made.

Section 3.4. No Security Deposit. No security deposit is required hereunder.

Section 3.5. Costs. It is the intent of the parties, except as otherwise provided in this Lease, that Lessee pay all costs, charges, insurance premiums, taxes, utilities, expenses, and assessments arising during the Term of every kind and nature incurred for, against, or in connection with the Lease Premises.

### **ARTICLE 4 - USE OF PREMISES**

Section 4.1. Permitted Uses. Lessor shall allow Lessee, its agents, employees, successors, assigns, and sublessees to use the Lease Premises for various community enrichment and support activities and enterprises (the "Permitted Uses"). Lessee and its sublessees, successors and assigns shall only use the Lease Premises for the Permitted Uses unless written consent for any other purpose is given by the Lessor, which consent shall not be unreasonably withheld.

### **ARTICLE 5 - HAZARDOUS MATERIALS**

Section 5.1. Throughout the Term, Lessee and Lessee's employees, agents, sublessees, invitees, licensees, and contractors shall not cause, permit, or allow any substances, chemicals,

materials, or pollutants (whether solid, liquid, or gaseous) deemed to be toxic or hazardous or the manufacture, storage, transport, or disposal of which is regulated, governed, restricted, or prohibited by any federal, state, or local agency or authority, or under any federal, state, or local law, ordinance, rule, or regulation related to the environment, health, or safety (collectively, "Environmental Laws"), including, without limitation, any oil, gasoline, petroleum, petroleum by-products, hazardous substances, toxic substances, hazardous waste, asbestos, or asbestos containing materials (collectively, "Hazardous Materials"), to be handled, placed, stored, dumped, released, manufactured, used, transported, or located on, in, under, or about the Lease Premises. Notwithstanding the foregoing, Lessee shall not be prohibited from handling, placing, storing, using and transporting Hazardous Materials that are required to be used by Lessee consistent with the Permitted Uses, so long as such materials are handled, used, stored and transported in accordance with applicable laws and regulations.

Section 5.2. Lessee shall give Lessor immediate written notice of any problem, spill, discharge, threatened discharge, or discovery, or claim thereof, of any Hazardous Materials on or about the Lease Premises.

Section 5.3. Remediation. If at any time during the Lease Term any contamination of the Lease Premises by Hazardous Materials shall occur where such contamination is caused by the act or omission of Lessee ("Lessee Contamination"), then Lessee, at no expense to Lessor, shall promptly and diligently remove such Hazardous Materials from the Lease Premises, or the groundwater underlying the Lease Premises, to the extent reasonably possible in accordance with the requirements of the applicable Hazardous Materials Laws and industry standards then prevailing in the Hazardous Materials management and remediation industry in the State of South Carolina.

## **ARTICLE 6 – IMPROVEMENTS**

Section 6.1. Improvements and Alterations. Lessee shall not undertake to materially improve, alter, or change the exterior or interior of the Premises without prior written consent of Lessor. All alterations, additions, and improvements made in or to the Premises shall, unless otherwise provided by written agreement, be the property of Lessor and remain and be surrendered with the Premises, and Lessee waives all claim for damages to or loss of any property belonging to the Lessee that may be left in or upon the Premises, or which is attached thereto and/or becomes a fixture.

## **ARTICLE 7 – MAINTENANCE**

Section 7.1. Maintenance, Repairs, and Upkeep Provided by Lessee. Lessee shall be responsible for all necessary repairs and maintenance to renovations made and equipment installed by lessee, normal housekeeping, floor maintenance, and trash removal in the Lease Premises. Lessee shall ensure that the interior of the Lease Premises are kept in a clean and sanitary condition and are neat and orderly in appearance. Lessee shall be responsible for any abuse and destruction of Lease Property not due to ordinary wear and tear.

Section 7.2. Maintenance, Repairs, and Upkeep provided by Lessor. Lessor shall be responsible for all necessary repairs and maintenance of Lease Premise structure and equipment as existed on the day immediately prior to the Lease Commencement date.

Section 7.3. As Is Condition of the Premises. Subject to the provisions of this Lease, with specific reference being made to Articles 5 and 7, the Lease Premises is presented to Lessee by Lessor without representation or warranty as to the condition of the Premises in general, or as to Lessee's contemplated uses specifically.

#### **ARTICLE 8 – LIENS**

Section 8.1. Prohibition of Liens. Lessee shall not suffer, create, or permit any mechanic's liens or other liens to be filed against the Lease Premises, or any part thereof, by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee.

#### **ARTICLE 9 – CONDEMNATION**

Section 9.1. Condemnation. In the event the entire Lease Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking or conveyance made in lieu thereof and Lessor and Lessee shall thereupon be released from any further duties or obligations hereunder. If a portion of the Lease Premises is taken, or conveyance made in lieu thereof, then Rent shall be equitably apportioned according to the portion of Lease Premises so taken, and Lessee shall, at its own expense, restore the remaining portion of Lease Premises to operate as a Permitted Use.

#### **ARTICLE 10 - ASSIGNMENT AND SUBLETTING**

Section 10.1. Limitation on Assignment and Subletting. Lessee may not sell, assign, sublease, convey or transfer all or substantially all of Lessee's interest in this Lease and the leasehold estate created hereby, without the prior written consent of Lessor, which consent will not be unreasonably withheld or delayed. Any assignment, sublease, conveyance or transfer of Lessee's interest in this Lease shall be subject to compliance with the provisions of this Lease. In the event of an assignment, sale or transfer of all, or substantially all, of Lessee's interest in this Lease, any such assignee, buyer or transferee shall be required to assume in writing all of the Lessee's obligations and shall be bound by all of the terms of this Lease.

#### **ARTICLE 11 – INSURANCE AND INDEMNITY**

Section 11.1. Comprehensive Liability Insurance. Lessee shall maintain a policy of Comprehensive General Liability (CGL) insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of South Carolina, covering the use and activity contemplated by this Lease with combined single limits of no less than One Million and 00/100 (\$1,000,000) Dollars per occurrence and One Million and 00/100 (\$1,000,000) Dollars aggregate, with Two Million and 00/100 (\$2,000,000) Dollars umbrella coverage, by the terms of which Lessor, Lessee, and Oconee County are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering

upon or using the Lease Premises, or any structure thereon or any part thereof. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by Lessor. A certificate of said insurance, together with proof of payment of the premium thereof shall be delivered to Lessor, and renewal certificates and proof of payment of premium therefor shall be delivered to Lessor not less than fifteen (15) days prior to the renewal date of any such insurance policies during the Term. Such insurance shall be cancelable only after thirty (30) days' prior written notice to Lessor, Lessee, and Oconee County. In the event Lessee fails to timely pay any premium when due, Lessor shall be authorized to do so, and may charge all costs and expenses thereof, including the premium, to Lessee, to be paid by Lessee as additional rent hereunder.

Section 11.2. Fire and Extended Coverage Property Insurance. Lessor shall not maintain a policy of insurance insuring the Lease Premises and any improvements/infrastructure thereon against loss or damage by fire, acts of God, or any other occurrence. Lessee shall, at its option, obtain such coverage.

Section 11.3. Waiver of Subrogation. Lessee and all parties claiming under it releases and discharges Lessor from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by the casualty and liability insurance to be carried on the Lease Premises or in connection with any improvements/infrastructure on or activities conducted on the Lease Premises, and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, and shall evidence such waiver by endorsement to the required insurance policies, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage (provided that in the case of increased cost, Lessor shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect).

Section 11.4. Additional Insurance: Lessor will not be responsible for any loss to personal property of Lessee, or Lessee's, guests, invitees, licensees, sublessees, or others entering the Premises for activities related to this Lease, due to fire, theft, or any other damages, including any acts of nature. Lessee understands that Lessor will not carry insurance that would cover personal property due to loss and that it is the Lessee's responsibility to obtain insurance to cover such property.

Section 11.5. Indemnification. Lessee hereby agrees to indemnify, protect, defend, and hold Lessor and its officers, board members, employees, agents, attorneys, successors, and assigns harmless from and against any and all losses, damages, actions, fines, penalties, demands, damages, liability, and expense, including attorneys' fees and costs through litigation and all appeals, in connection with the loss of life, personal injury, and damage to property, resulting (in whole or in part) from the negligence or intentional misconduct of Lessee, its employees, agents, or sublessees and arising from or out of (i) any occurrence in, upon, at or about the Lease Premises and/or (ii) the occupancy, use, or construction upon and maintenance of the Lease Premises. Nothing contained herein shall be construed to make Lessee liable for any injury or loss primarily caused by the gross negligence or willful misconduct of Lessor or any agent or employee of Lessor.

## **ARTICLE 12 - DAMAGE AND DESTRUCTION**

Section 12.1. Damage to or Destruction of Project - Insurance. In the event the Lease Premises is damaged or destroyed, in whole or in part, so as to make it unusable for the purposes intended, to the extent insurance is available and it is commercially reasonable to do so, Lessor, may, at its option, choose to rebuild the Lease Premises in substantially the same form as it existed at the time of the damage or destruction, within one year from the date of damage or destruction.

## **ARTICLE 13 - DEFAULTS AND REMEDIES**

Section 13.1. Defaults. Each of the following events shall be a default by Lessee and a breach of this Lease and constitute an "Event of Default":

- (a). Abandonment. Abandonment of the Lease Premises, or the improvements/infrastructure now or hereafter constructed thereon, where such abandonment continues for a period of One Hundred and Twenty (120) consecutive days. Such abandonment shall not include any time that the Lease Premises are vacated due to a casualty.
- (b). Attachment or Other Levy. The subjection of any right or interest of Lessee in the Lease Premises to attachment, execution or other levy, or to seizure under legal process, if not released within sixty (60) days, after written notice of same.
- (c). Default of Performance Under this Lease. The failure of Lessee to observe or perform any of its material covenants, conditions or agreements under this Lease; or the material breach of any warranties or representations of Lessee under this Lease.
- (d). Insolvency; Bankruptcy. An assignment by Lessee for the benefit of creditors, or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending time for payment, adjustment or satisfaction of Lessee's liabilities; or reorganization, dissolution, or arrangement on account of, or to prevent bankruptcy or insolvency; unless, in case of such that are involuntary on Lessee's part, the assignment, proceedings, and all consequent orders, adjudications, custodies and supervisions are dismissed, vacated, or terminated within sixty (60) days after the assignment, filing or other initial event.

Section 13.2. Notice and Right to Cure. Lessee shall have sixty (60) days to cure a default after written notice is given by Lessor to Lessee and to the leasehold mortgagee, specifying the nature of the default; provided, however, that if after exercise of due diligence and its best efforts to cure such default Lessee is unable to do so within the sixty (60) day period, then the cure period may be extended, upon written agreement by Lessor, for a such reasonable time as may be deemed necessary by Lessor to cure the default.

Section 13.3. Remedies. If any default by Lessee shall continue uncured by Lessee upon expiration of the applicable cure period, Lessor may exercise any one or all of the following remedies in addition to all other rights and remedies provided by law or equity, from time to time, to which Lessor may resort cumulatively or in the alternative:

- (a). Termination of Lease in its Entirety. Lessor or Lessee may terminate this Lease upon

\_\_\_\_\_ written notice. Thereafter, all of Lessee's rights in the Lease Premises and in and to all improvements/infrastructure located thereon shall terminate upon termination of this Lease. Promptly upon any such termination, Lessee shall surrender and vacate the Lease Premises and any other improvements/infrastructure located thereon, and Lessor may re-enter and take possession of the Lease Premises and all improvements/infrastructure located thereon. Termination under this paragraph shall not relieve Lessee from any claim for damages previously accrued, or then accruing, against Lessee.

(b). Re-entry Without Termination. Lessor may, at Lessor's election, re-enter the Lease Premises and improvements/infrastructure located thereon, and without terminating this Lease, at any time, relet the Lease Premises and improvements/infrastructure thereon, or any part(s) of them, for the account, and in the name of Lessee or otherwise, all upon rates and terms determined by Lessor, without hereby obligating Lessor to relet the Lease Premises or make an effort to relet either or both of them in whole or in part, at any time. Any reletting may be for the remainder of the Term or for any longer or shorter period. Lessor shall have the further right, at Lessor's option, to make such reasonable and necessary alterations, repairs, replacements and/or restorations which shall not operate or be construed to release Lessee from liability hereunder. No act by or on behalf of Lessor under this provision shall constitute a termination of this Lease unless Lessor gives Lessee written notice of termination.

(c). Lessee's Personal Property. Lessor may, at Lessor's election, use Lessee's personal property and trade fixtures or any of such property and fixtures left on the Lease Premises after termination or expiration of this Lease without compensation and without liability for use or damage, or Lessor may store them for the account and at the cost of Lessee. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item, or for the same item at a later time.

(d). Appointment of Receiver. Lessor may, if Lessor elects to file suit to enforce this Lease and/or protect its rights hereunder, in addition to the other remedies provided in this Lease and by law, have the appointment of a receiver of the Lease Premises and the improvements/infrastructure thereon.

Section 13.4. Remedies Cumulative. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Lessor from time to time at its election, and nothing contained herein shall be deemed to require Lessor to postpone suit until the date when the term of this Lease would have expired nor limit or preclude recovery by Lessor against Lessee of any sums or damages which, in addition to the damages particularly provided above, Lessor may lawfully be entitled by reason of any default hereunder on the part of Lessee. All of the remedies hereinbefore given to Lessor and all rights and remedies given to it at law and in equity shall be cumulative and concurrent.

Section 13.5. Lessee's Liability After Default. If Lessee shall default in the performance of any of its obligations under this Lease, Lessor, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Lessee, without notice in a case of emergency, and in any other case only if such default continues after the expiration of the curing period applicable under this Lease. Any reasonable expenses incurred by Lessor in connection with any such performance, and all reasonable attorneys' fees, including appellate, bankruptcy and post-judgment proceedings involved in collecting or endeavoring to collect the rent or any additional rent or any part thereof or enforcing or endeavoring to enforce any

rights against Lessee or Lessee's obligations hereunder, shall be due and payable upon Lessor's submission of an invoice therefor. All sums advanced by Lessor on account of Lessee under this Section, or pursuant to any other provision of this Lease, and all rent, if delinquent or not paid by Lessee and received by Lessor when due hereunder, shall bear interest at the maximum allowable interest rate in the State of South Carolina or at a rate of twelve percent (12%) per annum, whichever is higher, from the due date thereof until paid and the same shall be and constitute additional rent and be due and payable upon Lessor's demand therefor.

Section 13.6. Holdover. If Lessee remains in possession of the Lease Premises or any part thereof after the expiration or earlier termination of this Lease, Lessee shall become a Lessee at sufferance. Notwithstanding that Lessor may allow Lessee to continue in possession after the expiration or earlier termination of this Lease, neither that nor the provisions of this Section shall constitute a waiver of any of Lessor's rights under this Section or this Lease.

#### **ARTICLE 14 - SURRENDER AND REMOVAL**

Section 14.1. Surrender of Possession. Upon the expiration of the Term or any earlier termination thereof, Lessee shall surrender to Lessor possession of the Lease Premises and all improvements/infrastructure constructed located and installed thereon. If Lessee is not then in default under any of the covenants and conditions hereof, Lessee may remove, or cause to be removed, all personal property and equipment of Lessee, other than permanent fixtures, from the Lease Premises prior to the expiration or effective date of termination of this Lease; thereafter all such personal property and equipment not removed shall belong to Lessor without the payment of any consideration.

#### **ARTICLE 15 – GENERAL PROVISIONS**

Section 15.1. Conditions and Covenants. All of the provisions of this Lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

Section 15.2. Survival. All representations and warranties of Lessee or Lessor under this Lease shall survive the expiration or sooner termination of this Lease for acts occurring prior to expiration or termination of this Lease.

Section 15.3. No Waiver of Breach. No failure by either Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 15.4. Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of

such delay.

Section 15.5. Notices. Unless otherwise specifically provided in this Lease or by law, any and all notices or other communications required or permitted by this Lease or by law to be served on, given to, or delivered to any party to this Lease shall be writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

LESSOR:

Fair-Oak Youth Center, Inc.  
ATTN: Tony Adams, President  
P.O. Box 212  
Fairplay, SC 29643

LESSEE:

Oconee Conservatory of Fine Arts  
DBA: Upstate Heritage Quilt Trail  
P.O. Box 333  
Walhalla, SC 29691

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

Section 15.6. Gender. The use herein of (1) any gender includes all others, and (2) the singular number includes the plural and vice-versa, whenever the context so requires.

Section 15.7. Captions. Captions in this Lease are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Lease or any of the terms hereof.

Section 15.8. Waiver; Amendment. No modification, waiver, amendment, discharge or change of this Lease shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

Section 15.9. Attorney's Fees. If either party retains an attorney to enforce or interpret this Lease, the prevailing party shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorney's fees and costs incurred through litigation, bankruptcy proceedings and all appeals.

Section 15.10. Time. Time is of the essence of each obligation of each party hereunder.

Section 15.11. Governing Law. This Lease shall be construed and enforced in accordance with



the laws of the State of South Carolina, without regard to conflict of law principles.

Section 15.12. Binding Effect. Subject to any provision of this Lease that may prohibit or curtail assignment of any rights hereunder, this Lease shall bind and inure to the benefit of the respective heirs, assigns, personal representatives, and successors of the parties hereto.

Section 15.13. Execution of Other Instruments. Each party agrees that it shall, upon the other's request, take any and all steps, and execute, acknowledge and deliver to the other party any and all further instruments necessary or expedient to effectuate the purpose of this Lease.

Section 15.14. Severability. If any term, provision, covenant or condition of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable or is otherwise challenged and determined to be invalid, illegal or incapable of being enforced as a result of any rule of law or public policy issued by an administrative or judicial forum that is not subject to further appeal or is not actually appealed, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. In such event or if an opinion of counsel is provided to the effect that this Lease is not so enforceable, the parties hereto shall negotiate in good faith to modify this Lease so as to effect the original intent of the parties as closely as possible and to comply with applicable law, regulations or published governmental interpretations thereof, in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 15.15. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument.

Section 15.16. Estoppel Certificate. Either party shall execute, acknowledge and deliver to the other party, within twenty (20) days after requested by the other party, a statement in writing certifying, if such is the case, that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified); the date of the commencement of this Lease; any alleged defaults and claims against the other party; and such other information as shall be reasonably requested.

Section 15.17. Dispute Resolution; Waiver of Trial by Jury. Any conflict, dispute or grievance (collectively, "Conflict") by and between Lessor and Lessee shall be submitted to mediation before initiating court proceedings. The mediator selected to conduct the mediation must be mutually agreed upon by Lessor and Lessee. Unless the parties otherwise agree, the mediator must be certified in South Carolina state courts and have experience in matters forming the basis of the Conflict. The site for the mediation shall be Oconee County, South Carolina, and the mediation hearing shall be held within thirty (30) days of the selection of the mediator, unless otherwise agreed. Each party shall bear its own expenses associated with the mediation and the parties shall split the fees and expenses of the mediator evenly. Failure to agree to the selection of a mediator or failure to resolve the Conflict through mediation will entitle the parties to pursue other methods of dispute resolution, including without limitation, litigation. Notwithstanding any other provision contained herein, nothing in this Agreement shall be construed as requiring either party to participate in mediation prior to initiating court proceedings in which a temporary restraining order or preliminary injunction is sought. In such situations, the parties shall conduct mediation within thirty (30) days after the hearing on such motions or within such other time as is prescribed by the Court.

LESSOR AND LESSEE MUTUALLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT

OF OR IN CONNECTION WITH THIS LEASE, OR ARISING OUT OF ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS. THIS WAIVER IS A MATERIAL INDUCEMENT OF LESSEE AND LESSOR TO ENTER INTO THIS LEASE.

**IN WITNESS WHEREOF**, this Lease has been executed on the respective dates set forth below.

IN THE PRESENCE OF:

LESSOR:

**FAIR-OAK YOUTH CENTER, INC.**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LESSEE:

**UPSTATE CONSERVATORY OF FINE**

**ARTS (UPSTATE HERITAGE QUILT TRAIL)**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**(ROOMS AND AREAS WHICH ARE SUBJECT TO THIS LEASE)**

• **Keowee Fire District**

**14.5 Mills**

**\$682,457**

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Eric Ca. [1]	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart		
							2015-2018	2017-2020	2015-2018	2017-2020	2017-2020	2015-2018	2017-2020
							District I	District II	District III	District IV	District V	At Large	At Large
Aeronautics Commission	2-262	5 - 2	YES	2X	YES	Jan - March	Randy Renz [2]	David Bryant [1]	Edward Perry [2]	Marion Lyles [1]	Ronald Chiles [2]	A. Brightwell [1]	Michael Gray [<1]
Ag. Advisory Board	2016-17	5 - 2	YES	n/a	YES	Jan - March	Debbie Sewell [<1]	Doug Hollfield [<1]	<b>OPEN</b>	Ed Land [<1]	Vickie Willoughby [<1]	Kim Alexander [<1]	Rex Blanton [<1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Bette Boreman [1]	Libby Imbody [1]	Mariam Nooral [1]	Tony Adams [1]	Stacy Smith	Shawn Johnson [1]	Janet Gorman [1]
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	<b>Allen Medford [2]</b>	Gwen Fowler [1]	Bill Gilster [1]	Marty McKee [<2]	<b>OPEN</b>	Josh Lusk [1]	Charles Morgan [<1]
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - March	George Smith [1]	Matt Rochester [1]	<b>Bob DuBose [2]</b>	<b>Kevin Knight</b>	Kenneth Owen		
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Shea Airey [2]	<b>OPEN</b>	Jennifer Moss [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2]	Frances Rundlett [1]
Destination Oconee Action Committee	n/a	5 - 2	n/a	n/a	n/a	n/a	David Washburn	Luther Lyle [2]	Al Shadwick	Matthew Smith [1]	Bob Hill [2]	Robert Moore	Hal Welch [2]
PRT Commission [members up for reappointment due to initial stagger]	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith[1]; Andrew Conkey [1]; Kevin Evans [1]			<b>Becky Wise [2], Rick Lacey [2], Mike Wallace [2]</b>			Darlene Greene
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Scott Lusk [1]	Staley Powell [1]
Library Board	4-9-35 / 1B 1	0 - 9	YES	2X	YES	Jan - March	M. McMahan [P, 1.15]; M. Jacobson [P, 1.15]; W. Caster [2, 1.15]			B. Brackett [1.17]; A. Griffin [1.17]; K. Holleman [P[1.17]]; L. Marlin [P[1.17]]; A. Suddeth [2]; C. Morrison[1.17]			
Planning Commission	0-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Brad Kisker	Andrew Gramling [1]	<b>OPEN</b>	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhail	Mike Johnson
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open						
Capital Project Advisory Committee (end 1.17)													
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV						
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Mr. Scott Moulder, Administrator; Mr. Sammy Dickson						
Ten At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge						
ACOG BOD						January	Council Rep: Ms. Cammick [yearly]; 2 yr terms Citizen Rep: Bob Winchester, Minority Rep: Bennie Cunningham						
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]						

[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.  
[SHADING] = reappointment requested - questionnaire on file Denotes individual who DOES NOT WISH TO BE REAPPOINTED  
*bold italics TEXT* denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

# September 19, 2017 Oconee County Council Meeting

## Recreation Review Task Force Member Listing

<b>Westminster</b>
Herb Poole
Rusty Cater
Brian Ramey
<b>Walhalla</b>
John Galbreath
Mayor Danny Edwards
Brent Taylor
<b>Seneca</b>
Rick Lacey
Dan Alexander
Shannon Knight
<b>Fair Play / Oakway</b>
Jim Swain
Derek Burnette
<b>Salem</b>
Travis Oliver
Mayor Diane Head
<b>Oconee County Sheriff's Office</b>
Sheriff Mike Crenshaw
Charles Mulwee
Mark Lyles
<b>Parks, Recreation &amp; Tourism</b>
Phil Shirley
<b>West Union</b>
Mayor Linda Oliver
David Scealf

# VR Ambassadors

scvrd.net



## Paying it forward

Help other VR clients become successful by sharing your story. Whether you are a former client, family member or business partner, giving a little of your time can go a long way.

### Mentor

Sometimes a little encouragement from someone in a similar situation makes a big difference. You can make an impact by discussing:

- how you overcame challenges
- resources that helped you
- job leads

### Educate

As a guest speaker, you can provide useful tips or advice to current VR clients on how you:

- searched for your job
- prepared for employment
- achieved success

You can also write letters or use social media to illustrate your story and your successes.

### Outreach

Sharing your message in the community or through social media helps others achieve success by:

- identifying potential opportunities
- spreading the word about VR services
- introducing others to VR

***"The support I got from VR was exceptional. I have a new career with benefits and good pay. America wants people back in the workforce. You guys are vital!"***

— Cindy Hooks, Service Representative  
Social Security Administration

***"VR is our first call because of the quality of people we get and the service by the whole team there at VR."***

— Butch Crawford, Co-owner  
ICE Recycling

***"I feel like I'm a different person. The biggest thing I got from VR was the confidence and the courage to know that I can do anything that I set my mind to."***

— Courtney Harper, woodworker  
former VR client

***"From the IT training to his internship with the DMV, my husband got top-rate assistance. Everything was awesome."***

— Laura McGregor, Wife of former client  
Patrick McGregor

**VR Vocational  
Rehabilitation**

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## Aiken

*Serving Aiken, Barnwell and Edgefield counties*

855 York St. N.E.  
Aiken, SC 29801  
803-641-7630 (Office/TDD)  
800-861-9410 (Toll free)

## Anderson

3001 Martin Luther King Jr. Blvd.  
Anderson, SC 29625  
864-224-6291 (Office/TDD)

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*Serving Beaufort and Jasper counties*  
747 Robert Smalls Parkway  
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## Berkeley-Dorchester

2954 S. Live Oak Drive  
Moncks Corner, SC 29461  
843-761-6036 (Office/TDD)  
866-297-6808 (Toll free)

## Camden

*Serving Fairfield, Kershaw and Lee counties*  
15 Battleship Road Ext.  
Camden, SC 29020  
803-432-1060 (Office/TDD)  
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4360 Dorchester Road  
North Charleston, SC 29405  
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## Conway

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3009 Fourth Avenue  
Conway, SC 29527  
843-248-2235 (Office/TTY)

## *Serving Georgetown County*

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Georgetown, SC 29440  
843-546-2595 (Office/TTY)

## Florence

1947 West Darlington Street  
Florence, SC 29501  
843-662-8114 (Office/TTY)

## *Serving Dillon and Marion counties*

305 North First Avenue  
Dillon, SC 29536  
843-774-3691 (Office)

## Gaffney

*Serving Cherokee County*  
364 Huntington Road  
Gaffney, SC 29341  
864-489-9964 (Office/TTY)  
866-451-1401 (Toll free)

## *Serving Union County*

131 North Main Street  
Jonesville, SC 29353  
864-475-5000 (Office/TTY)

## Greenville

*Serving Greenville County and the Easley residents of Pickens County*  
105 Parkins Mill Road  
Greenville, SC 29607  
864-297-3066 (Office/TDD)

## Greenwood

*Serving Abbeville, Greenwood, McCormick and Saluda counties*  
2345 SC-72  
Greenwood, SC 29646  
864-229-5827 (Office/TDD)  
866-443-0162 (Toll free)

## Lancaster

*Serving Lancaster County and the Rigeland area*  
1150 Roddey Drive  
Lancaster, SC 29720  
803-285-6909 (Office/TDD)

## Laurens

22861 U.S. 76  
Clinton, SC 29325  
864-984-6563 (Office/TTY)  
866-443-0103 (Toll free)

## *Serving Newberry County*

2601 Evans Street  
Newberry, SC 29108  
803-276-8438 (Office/TTY)

## Lexington

1330 Boston Ave.  
West Columbia, SC 29170  
803-896-6333 (Office/TDD)  
866-206-5104 (Toll free)

## Lyman

*Serving Lyman and the surrounding area*  
180 Croce Road  
Lyman, SC 29365  
864-249-8030 (Office/TDD)  
888-322-9391 (Toll free)

## Marlboro

*Serving Chesterfield, Darlington and Marlboro counties*  
1029 Highway 9 West  
Bennettsville, SC 29512  
843-479-6310 (Office/TDD)  
800-849-4878 (Toll free)

## *Serving Darlington County*

2413 Stadium Road  
Hartsville, SC 29550  
843-232-2262 (Office/TTY)

## Oconee-Pickens

1951 Wells Highway  
Seneca, SC 29678  
864-882-5569 (Office/TDD)  
866-313-0002 (Toll free)

## Orangeburg

*Serving Bamberg, Calhoun and Orangeburg counties*  
1661 Joe S. Jeffords Hwy S.E.  
Orangeburg, SC 29115  
803-534-4639 (Office/TDD)

## Richland\*

516 Percival Road  
Columbia, SC 29206  
803-782-4239 (Office/TDD)  
866-206-5280 (Toll free)

## Rock Hill

*Serving Chester and York counties*  
1020 Heckle Blvd.  
Rock Hill, SC 29732  
803-327-7106 (Office/TDD)

## Spartanburg

*Serving Spartanburg and Union counties*  
353 S. Church Street  
Spartanburg, SC 29306  
864-585-3693 (Office/TTY)  
866-451-1460 (Toll free)

## Sumter

*Serving Clarendon and Sumter counties*  
1760 North Main Street  
Sumter, SC 29153  
803-469-2960 (Office/TTY)

## Walterboro

*Serving Allendale, Colleton and Hampton counties*  
919 Thunderbolt Drive  
Walterboro, SC 29488  
843-530-3116 (Office/TDD)  
888-577-3549 (Toll free)

## Williamsburg\*

405 Martin Luther King Jr. Avenue  
Kingstree, SC 29556  
843-354-5262 (Office)

\*This office has multiple locations. See offices.scvrd.net for details.



# Training Opportunities

[training.scvrd.net](http://training.scvrd.net)

## Our services can help you find a rewarding career

VR offers a variety of skill-building and educational services to prepare you to take advantage of opportunities in your local area.

To help you make the best career decisions, we work with you to meet your unique needs.

Understanding the workforce needs of businesses throughout South Carolina guides our training services.

In partnership with the SC Department of Adult Education, we provide **foundational workplace training** such as writing, reading and math which are assessed through WorkKeys® and TABE® testing.

**Job preparedness instruction** helps you develop the soft skills and other tools needed in today's competitive workplace, including:

- job searching
- how to write a résumé
- interviewing
- proper workplace etiquette
- the importance of being dependable and providing quality work

Based on your individual needs, **job readiness training** provides you with real world experience in a learning environment that builds stamina and helps you develop positive work behaviors.

Our **Information technology training** prepares qualified clients with the entry level knowledge and skills needed to compete in today's technology-driven job market.

Building relationships with local employers and understanding what they look for in qualified job candidates lets us develop **demand driven training** for diverse industries such as:

- manufacturing
- hospitality
- administration

**Work-based training**, through an internship, apprenticeship or on the job training, helps you learn the specific skills you need to perform jobs with prospective employers.

Through partnerships, opportunities for **post-secondary training** at technical colleges or universities can lead to exciting career options.



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# Jerome Stutts makes some of the biggest tires in the world

Jerome is a Manufacturing Professional Operator at the earthmover facility at Michelin North America in Lexington, SC, which produces tires for front end loaders.

He is also one of the first to complete the South Carolina Manufacturing Certification (SCMC) program at Midlands Technical College. Through hands-on training in safety, quality practices and measurement, and the manufacturing process in a simulated manufacturing environment, the SCMC program prepares students for jobs in the Midlands' growing manufacturing industry.

The SCMC program is helping businesses throughout the state, including Boeing, Continental, Bridgestone Americas, ConAgra Foods, Ritedose Corporation, Element TV and BMW. Individuals completing the SCMC program are also great job candidates for businesses who hold federal contracts.

Last April, Midlands Technical College was looking for referrals to the SCMC program, which was just beginning in the Midlands. The college contacted Steve Marshall, VR Business Development Specialist (BDS). Marshall felt that the program was a great match for Jerome.

"Jerome had been a truck driver for over 20 years. He had to change careers due to limitations resulting from a rollover accident," he recalls. "We were exploring career possibilities, which included manufacturing, and he had an interest in Michelin. VR helped prepare Jerome for the program and Jerome excelled during the class."

Randy Crutfield, site hiring manager for Michelin, spoke to the class about opportunities at Michelin. He was immediately impressed with Jerome.

"Jerome is a great example of this manufacturing certification program at work," says Crutfield.

"He came to us with a background in trucking, but there wasn't necessarily anything in his background

to indicate he would excel in an industrial environment. The program and training gave him the confidence to better represent himself in an interview, and he was selected to work at our Lexington site."

"Employers are interested in this because you have someone with a silver WorkKeys or better, who has taken this class for 200 hours," says Mann. "They know that individual has made a commitment to this. They know they're getting a good employee."



She adds that students in the program also receive training in Six Sigma Yellow Belt and utilize computer-based simulations. "They learn how to be proactive. Critical thinking skills are very important."

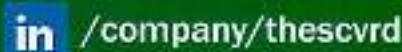
"Not only did Jerome open the door for additional referrals from Voc Rehab," says Marshall, "but he strengthened Midlands Tech's relationship with Michelin."

"What we do is individualized," says Marshall. "We give our clients a lot of valuable labor market and career guidance. We work with each client as a team to find the best career opportunity for them. That's exactly what happened with Jerome."

**Find out more at [www.sctechsystem.edu/scmc](http://www.sctechsystem.edu/scmc).**



/thescvrd



/company/thescvrd



# Business Partnerships

[businesses.scvrd.net](http://businesses.scvrd.net)

## Businesses find, train and retain talent while diversifying their workforce with VR

### Preparation

A range of **assessments** are offered to evaluate individual needs and strengths of VR clients. This also helps provide businesses with well-matched candidates to meet their workforce needs.

VR work training centers offer **job preparedness classes** and customized **job readiness training** that provide clients fundamental skills needed in the workplace or for more advanced training.

Work-based training allows clients to learn job-specific duties. **Internships, apprenticeships** and **on the job training** provide businesses an opportunity to assess skills while reducing training costs. VR even provides Worker's Compensation coverage for the client.

Following a worksite assessment, **rehabilitation technology** engineers recommend assistive devices and other technological adaptations which allow clients to overcome barriers and work at their maximum potential.

### Follow-up and support

What happens after a VR client is hired is important to us. **Follow Up** is conducted for 90-120 days after a

new hire to make sure the client and business are successful.

If needed, supported employment can also be provided to assist with training clients to meet a business's expectations.



### Other benefits

Through our **job retention services** we help employers retain their most valuable asset, their employees, by assisting those who are experiencing physical or emotional concerns jeopardizing their work performance.

This includes **two residential four-week treatment facilities** to help employees who may be impacted by the effects of alcohol or other substance abuse.

VR's **Business Partnership Network** allows you to provide input to shape VR's in-demand training that can benefit your business.

All of these services are provided at **little or no cost** to the business. In fact, **tax credits and other financial incentives** are available to help with training, orientation and accommodation.

## Work training centers

*The South Carolina Vocational Rehabilitation Department's (VR) work training centers are an outstanding resource for businesses and industries needing to complete projects that are time or labor intensive, or too costly to complete in-house.*

*In our 24 work training centers, people with disabilities can complete these projects while learning the job skills they need to succeed in today's competitive job market.*

*The focus of our training centers is to be demand driven. This has led to projects such as assembly, fabrication, inspection, building, packaging, recycling, manufacturing, warehousing, shipping and distribution.*



*Our flexible workforce and statewide network of training centers allow us to scale to meet your specific needs, no matter how small or large, or how quickly they change.*

*You receive outstanding quality work; additional floor space, pickup and delivery services; quick turnaround times; and competitive pricing.*

*Each location features 8-12,000 square feet of temperature controlled work space (some with humidity-controlled rooms for specialized needs), plus warehouses ranging in size from 4-45,000 square feet.*

*Currently we partner with more than 400 small and large businesses statewide.*



North American Rescue (NAR) is a strong advocate of the quality of craftsmanship and dedication demonstrated by people with disabilities given the chance to prove themselves in the workplace.

When our partnership with NAR began, we provided 5,000 square feet of space and a workforce to kit, assemble, package and distribute their line of combat lifesaving equipment.

"Because we didn't have to invest significant funds in infrastructure, we were able to put our money into research and development," says Jim Carino, Vice President of Operations at NAR.

As the company quickly grew, the flexibility to maneuver workers and resources allowed NAR to meet rapidly increasing production schedules, product demand and warehousing needs. They can change and adjust what they do every day to meet their needs, something industry generally can't do.

"I don't believe North American Rescue could have grown anywhere close to the pace we have without VR," affirms Carino. "The partnership works so well because of their ability to match services to needs, attention to detail, customer service excellence, and clear communication."

And, he adds, "It's cost effective for us and an effective use of tax dollars."

NAR purchased and up-fitted a 100,000 square foot facility in Greer, featuring 25,000 square feet of climate controlled space plus warehousing that can be expanded for contingency storage and kitting. VR leases a portion of this facility as a training center, where we continue kitting and assembling the variety of combat medical supplies produced by NAR and used by the military, tactical law enforcement professionals,

fire fighters and emergency health care responders around the world.

Up to 45 VR clients a day assemble litters, create subassemblies for products, and pack backpacks and smaller kits that can be attached to the belt or leg. Our clients and staff meet demanding standards and quality control, knowing the work they do helps save lives.

Carino states that having workers with disabilities completing their products in a typical work environment has increased quality due to unparalleled accountability and pride in workmanship. NAR has been so pleased with our clients that they have hired several as fulltime employees.



"This is the culmination of our mission to return local residents to competitive employment," says David Turnipseed, VR Area Supervisor for Greenville County. "North American Rescue provides our clients with invaluable training opportunities in high quality production positions that prepare them for re-entry into the modern workplace."

It's a total win-win-win for NAR, our clients and the community.

## WorkKeys opens doors to success

When Kerr Dolan reviewed John Matthews' resume, one thing caught her eye immediately: WorkKeys®. Dolan, the Human Resources Manager at KMS Metal Fabrication in Columbia, saw the silver WorkKeys score and said, "That tells me he can do almost any job that we have."



Soon after, John began a four-week extended on-the-job training with KMS, a precision metal fabrication shop that primarily fabricates parts for Trane and Carrier air conditioner units.

"This is a great example of how WorkKeys expands our client's ability to be considered for employment," says Stephen Marshall, Business Services Specialist.

WorkKeys measures an individual's capabilities in three foundational areas: reading for information, locating information and applied mathematics.

"The first thing employers want to know, particularly with individuals who have a disability, is does this person have the skills to do the job?" says Kim Mann, Transition Specialist. "When an applicant can show a WorkKeys certification, that gives them a big advantage in the hiring process."

Many industries utilize WorkKeys, including manufacturing, information technology and healthcare. Technical colleges use WorkKeys as a prerequisite for certificate training programs, such as the SC Manufacturing Certification.

Dolan points out that KMS does not actually use WorkKeys as a requirement, but because her previous employer did, she was very familiar with it.

"When I saw that John had a high score plus a general degree in engineering from Piedmont Tech, I knew he would be a good fit for us."

As the on-the-job training was coming to an end, KMS offered John a full time position. In the email notifying Marshall of this, Dolan added, "Please send me ten more just like John."

To assist with your workforce needs, please contact one of our

# Business Development Specialists

**Bernard Jones**  
864-297-3066 (Greenville)  
864-879-9428 (Greer)  
864-414-9287 (cell)

**Lisa Hall**  
864-585-3693 (Spartanburg)  
864-249-8030 (Lyman)  
864-327-2052 (cell)

**Patrick Wentz**  
864-489-9954 (Caffney)  
864-488-5103 (cell)

**Rock Hill - Lancaster**  
803-327-7106 (Rock Hill)  
803-285-6909 (Lancaster)

**Jack Swann**  
843-479-6318 (Bennettsville)  
843-332-2262 (Hartsville)  
843-439-7333 (cell)

**Dan Alexander**  
864-882-6669 (Seneca)  
864-723-2046 (cell)

**Robert Truesdale**  
803-432-1068 (Camden)  
803-729-8438 (cell)

**Susan Courtney**  
843-662-8114 (Florence)  
843-774-3691 (Dillon)  
843-992-2798 (cell)

**Renee Murdock**  
864-224-6391 (Anderson)  
864-245-6084 (cell)

**Tania Appel**  
843-248-2235 (Conway)  
843-546-2595 (Georgetown)  
803-855-9238 (cell)

**Byron Smith**  
864-833-1141 (Laurens)  
803-276-8438 (Newberry)  
864-923-1149 (cell)

**Stacie Smith**  
864-229-5827 (Greenwood)  
864-992-7726 (cell)

**David Trask**  
803-469-2960 (Sumter)  
803-305-3013 (cell)

**Karren Hill Gordon**  
803-691-8284 (Richland)  
803-728-7796 (cell)

**David C. Wiggins**  
803-354-5252 (Kingstree)  
843-356-1909 (cell)

**Statewide Contacts**  
**Stephen Marshall**  
803-896-4250 (office)  
803-331-6350 (cell)  
smarshall@scvwd.state.sc.us  
**Michelle Prevost**  
803-896-6091 (IT Training)

**Tara Bradshaw**  
803-896-6333 (Lexington)  
803-728-7627 (cell)

**Michelle McDonald**  
843-761-6036 (Berkeley)  
843-925-9836 (cell)

**Sara Wilson**  
803-641-7630 (Aiken)  
803-226-4763 (cell)

**Kitty Bamberg**  
803-534-4939 (Orangeburg)  
803-614-5796 (cell)

**Stephanie Greene**  
843-522-1010 (Beaufort)  
843-538-3116 (Walterboro)

**Cathy Clower**  
843-740-1600 (Charleston)  
843-826-7621 (cell)



# Rehabilitation Technology

[rehabtech.scvrd.net](http://rehabtech.scvrd.net)

## Rehabilitation technology assists you in overcoming barriers to employment

Our rehabilitation engineers provide consultation, individual assessment, and design and fabrication to assist you in overcoming barriers at home and at work.

A **job-site evaluation** identifies any problems that relate to worksite accessibility or your ability to perform specific tasks.

Recommendations are provided for appropriate technology that will raise your productivity and quality of life, a benefit to you and your employer.

The addition of a **mobility device**, such as a wheelchair or scooter, can improve both comfort and productivity on the job.

To reduce transportation related barriers, rehabilitation engineers may recommend **vehicle evaluations, training and modifications** that will

help you get to work and provide you with a new level of independence.

If you have a significant sensory impairment, such as difficulty hearing on the phone, **assistive devices** may be recommended that will increase your potential for employment.

Using **information technology** is crucial to job preparedness and job search.

Adaptive devices and alternative methods of input can increase your productivity and marketability.

A **home evaluation** may also be provided to identify barriers to employment

or independence, such as a lack of grab-bars in restrooms, narrow doorways, or access to entrance and exit doors.



***"My endurance has increased and my typing speed and accuracy have improved since I started using my ergonomic armrest."***

*— Graciela Rivera, former client*

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# Business networking and VR teamwork lead to success

Brian Denny didn't think he could go back to work after he sustained a high level spinal cord injury (C3-C4).

Unable to move his upper or lower body, Brian uses a power wheelchair that he manipulates by blowing into a straw-like device called a sip and puff. It takes patience and determination, something that Brian has in great supply.

"Brian was hurt on the job while he was working at a building supply company," recalls Niki Ostrander, his counselor when Brian came to VR to apply for services.

"Brian was very anxious to get started with the program," she says. "He was unsure what he would be able to do but he knew that he could do more than he was."

Through solid networking and Skilled Workforce Apprenticeship Training (SWAT) opportunity, Brian was hired as a sales representative at Guardian Fence Suppliers in Columbia.

"Brian and I met over the next few weeks," recalls Guardian Fence owner Reggie Murphy, "and came up with a plan that we both thought would help Brian ease back into the workplace at a comfortable pace."

The position would require both data entry and phone work. Joe Anthony, a member of VR's Rehabilitation Technology team, met with Brian and together they came up with a list of tools Brian would need to succeed, including an adjustable height desk, phone system, adjustable laptop riser, and a mouth stick mounted to his desk which Brian uses with an iPad to control the laptop and phone.

During the second half of Brian's apprenticeship, Weston decided to bring in a customer

relationship management (CRM) software package called Zoho.

"I didn't know how to use it myself, but I immediately recognized its potential to increase our business," he explains. "Brian ate it up."



Weston realized that Brian knew the software better than anybody. "So I asked him to be my 'Zoho Czar.'"

This opportunity led to Brian's promotion to a sales management position at Guardian. "Now I'm training the staff how to use the program."

Brian is also getting ready to start a program where he will make sales calls to customers that have not been active, generating new business, explains Weston.

VR's SWAT and Rehabilitation Technology gave Weston the chance to see what Brian could do and alleviated his fears about hiring Brian.



# Information Technology Training

[ittc.scvrd.net](http://ittc.scvrd.net)

## VR is here to help prepare you for work with training for demand driven occupations

For more than 30 years VR's Information Technology (IT) Training has prepared and placed South Carolinians with disabilities in computer-related fields. The training allows clients to fully compete in today's technology-driven job market.

### Programming (PRG)

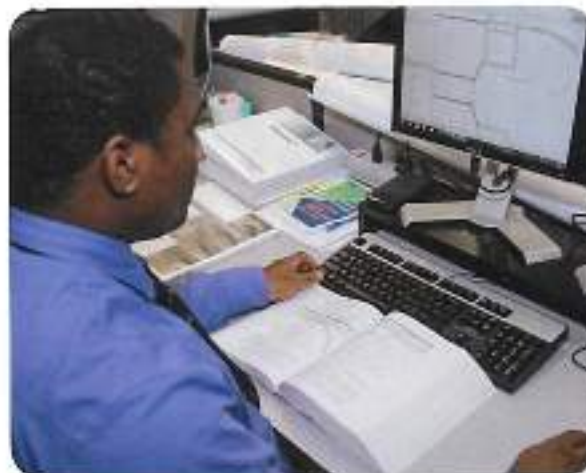
PRG provides each trainee with C# and SQL programming languages, extensive coverage of the .Net environment, and database theory and programming. This will provide each trainee with entry level knowledge and skills. Length: 14 months.

### Computer Aided Drafting (CAD)

CAD centers on the development of entry-level CAD technicians who are proficient in 3D CAD fundamentals, and mechanical and civil design applications. Length: 11.5 months.

***"The energy and enthusiasm of the ITTC staff helped me and my classmates get jobs."***

*— John Baker, former client*



### Business Applications Plus (BAP)

BAP prepares clients for careers in customer service and office support. This includes instruction and hands-on experience in Business Communications, Keyboarding, Record Keeping (physical & electronic), as well as the MS Office Suite (Word, Excel, PowerPoint and Outlook), bookkeeping

fundamentals using QuickBooks Pro and medical office administration. Length: 8 months.

### Networking and Server Support (NSS)

NSS addresses the needs of industries for persons who are qualified to apply the basic concepts and fundamentals of PC, network, server support, and helpdesk. Clients prepare for and have the opportunity to take the CompTIA A+, Network+ and Server+ certification exams. Length: 11.5 months.

### Business Oriented Applications (BOA)

BOA provides training customized to meet business needs for employees who are proficient in specific applications. Length: time frame varies by individual need.

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# 3-D Printing revolutionizing rehabilitation

Rock Hill area VR clients are being introduced to the exciting, cutting-edge technology of three-dimensional printing, thanks to 3-D Systems, a leading provider of 3-D printing design-to-manufacturing solutions. In addition to employment opportunities, this technology has immense potential in assistive technology products for people with disabilities.

"During the subassembly process for 3-D Systems, VR clients follow a highly technical multistep procedure where the skins [outer covers] of the printers are built," explains Phil Hall, Job Readiness Training Coordinator.

"The clients in the Work Training Center help provide the fine detail work for the look of the machines," says Debbi Beebe, Director, MJP Programs and Engineering Services at 3-D Systems. "We have hired several VR clients because they have become so efficient in this process."

"Our partnership with 3-D Systems has been very rewarding," adds Hall. "They have allowed us to grow with them and provide valuable training opportunities to VR clients for more than five years."

"3-D Systems has partnered with VR on many levels including high level contract work and employment opportunities, plus providing tours for our High School/High Tech students," explains Tina Stuber, Business Development Specialist.

3-D printers are also revolutionizing the field of assistive technology. In collaboration with EksoBionics, 3-D Systems recently printed a robotic suit that has enabled an individual who is paralyzed from the waist down to walk.

Paul McCarthy, from Marblehead Massachusetts, was researching assistive technology options for his son, Leon, who was born without fingers on one hand. That's when McCarthy came across a video

on YouTube about how to use a 3-D printer to make a prosthetic hand. McCarthy borrowed a friend's 3-D printer, and in a month learned how to string, screw and bolt together a functioning prosthetic hand for his son for under \$10.



Months before Leon and his father discovered 3-D printing, Michael Morgan, SCVRD Information Technology Training Center (ITTC) Instructor, realized that rapid prototyping could help his AutoCAD students make their designs into reality.

"The goal was to be able to produce machine parts as part of the pre-manufacturing process," explains Morgan.

One week after the 3-D printer arrived, the students had pulled the same plans from the internet that McCarthy had used and produced a fully-operational prosthetic hand.

"I can see many opportunities in the future for these students to assist us in our fabrication efforts, as well as when we develop unique custom devices for our clients to use in the employment setting," says Tom Jackman, Rehabilitation Technology Engineering Supervisor.

Through the partnership with 3-D Systems, and the training provided at the ITTC, VR clients today receive valuable training and employment opportunities.



# Comprehensive Evaluation

[compevaluation.scvrd.net](http://compevaluation.scvrd.net)

## Comprehensive evaluation helps you discover your potential and begin developing your vocational strengths and abilities

Your interests, needs, physical abilities, work history, education and aptitudes are considered in vocational assessment and career exploration.



Through vocational testing and WorkKeys® Career Readiness Certification we match you with potential training, educational, or career opportunities.

Basic employment skills are evaluated through occupational therapy with assessments of upper extremity strength, cognitive and visual skills, dexterity and activities of daily living.

Based on your needs your comprehensive evaluation may include residential services in a facility with accessible rooms, a dining hall

and scheduled recreational activities to create a comfortable atmosphere.

Trained and licensed nurses provide basic medical care for residents, diabetic education, nutritional counseling and weight management instruction.

If needed, pain management sessions are available to help you learn assertiveness and relaxation skills. Special exercises and lifting techniques can reduce stress, increase strength and decrease the possibility of additional injury.

For individuals with Brain injuries, sessions help you identify and address barriers to employment and develop strategies to improve your work-related performance.



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Based on the results of your evaluation and feedback from you and your family, we work with you to develop a plan to help overcome behavioral and cognitive limitations.

Individual and group therapy sessions help you develop awareness of your limitations and provide you with an opportunity to apply and practice behavioral strategies.



Depending on your needs, sessions may include adjusting to a disability, problem solving, and stress management, social support, goal setting, and memory management strategies.



**Muscular development** helps you achieve your physical and vocational potential through customized fitness training, physical therapy and aquatic therapy.

**Rehabilitation technology** can help you overcome barriers that may exist at home, school or in the workplace.

**Job preparedness instruction** focuses on communication skills, workplace behaviors, resume development, interview preparation, and job search.

These services are also available through **job retention services** to those who are currently employed and facing barriers to their productivity or continued employment.



If you're a high school student with a disability, our two-week **summer youth session** can give you that extra boost you need to succeed in the job market after you exit school.

***"Thank you for believing in me.  
I learned a lot about how to work better."***

***- Rosa Daniels, former client***

These services are available to VR clients from throughout the state at VR's Evaluation Center in West Columbia and Bryant Center in Lyman. For more information, contact your local office ([offices.scvrd.net](http://offices.scvrd.net)) or call 800-832-7526.



# ● Substance Abuse Treatment

[treatmentcenters.scvrd.net](http://treatmentcenters.scvrd.net)

## Substance abuse is a life-limiting and often life-destroying disability

If you are unable to get or keep a job because of substance abuse and are ready to overcome your addictions, regain stability in your life and realize your potential, we can help.

Our caring professionals guide you through the emotional, physical and medical aspects of confronting an addiction and replacing it with a rewarding lifestyle.

Expedited admission is available for job retention service referrals.

### ● Overcoming addictions

During our **four-week residential program** you will learn to recognize the negative factors that contribute to addictive behavior and the positive attitude and skills to successfully overcome them.

An **addictions counselor** provides support and guidance at every step from intake to employment.

**Trained and licensed nurses** provide basic medical care for residents. Your medical needs are closely monitored, including the administration of essential medications.

**Group therapy** is a safe environment where you can express your feelings, learn from the experiences of others and begin to pave the way toward your recovery. You learn to respect yourself and build healthy relationships with others.

A **community atmosphere** provides a natural support system. You are treated with respect and are expected

to take responsibility for your own behavior. You will explore attitudes that lead to addiction and how it affects your body physically and mentally.



This is a **structured environment**, filled with activities and games for learning, letting off steam and remembering how much fun it is to play.

**Nutritious meals** provide the energy needed to participate in all aspects of the program.

**Guest speakers** provide encouragement by sharing their experiences on how they confronted addiction and went on to lead successful lives.

Family members who want to provide you with support can take advantage of **visitation and family therapy** or other sessions.

**VR** Vocational  
Rehabilitation

Let's go to work

## Preparing for work

Accomplishing tasks successfully is also an important stepping stone to recovery, so work is an integral part of the program.

A specialist works with you to identify strengths, resources, priorities, concerns, abilities, capabilities, and interests that will lead to a successful employment outcome.



**Job preparedness instruction** focuses on specific challenges such as stress management, building self-esteem, conflict resolution and dealing with anger constructively.

Following your four-week stay, you will continue to receive support from your VR counselor and will be encouraged to participate in **community support groups** as you return to work and a substance-free lifestyle.

This treatment is voluntary and you must be substance-free for at least three days before admission.

Treatment is available to VR clients from throughout the state at VR's Holmesview Center in Greenville and Palmetto Center in Florence. For more information, contact your local office ([offices.scvrd.net](http://offices.scvrd.net)) or call 800-832-7526.

## One step at a time to success



Seven years ago, Leanne Taylor was a methamphetamine user. She was arrested and charged for distribution and given a 10 year sentence, suspended to 90 days house arrest and two years of probation.

Not only was she in jail, but she had also recently lost her job and custody of her two oldest daughters. Leanne had hit her bottom.

Then she found help at the Holmesview Center, one of VR's two residential substance abuse treatment facilities.

"I didn't know how to function anymore. I was miserable," she says. "The most important thing I got at Holmesview was a plan."

During her 28 days at Holmesview, Leanne worked closely with the staff to build the foundation for her recovery. One day at a time—one step at a time—she got better.

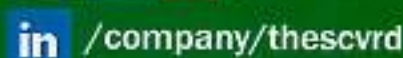
After completing the program at Holmesview she received services at the Laurens VR office that would help her return to work. Part of that assistance included on the job training at the office of her former employer, optometrist Dr. Gil Thomas.

At the end of the training period, Dr. Thomas offered Leanne a full time position. "Since then, I've worked my way up to office manager. It's absolutely wonderful!"

Leanne now spends time with her daughters. "I got to spend Christmas morning with my oldest daughter," she says, grinning from ear to ear. "That's the first time in six years."



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# Job Retention Services

[jobretention.sevrd.net](http://jobretention.sevrd.net)

## Anxiety, depression, substance abuse or physical impairments can interfere with your job

If you are experiencing physical or emotional concerns jeopardizing your work performance (including alcohol and other substance abuse), we can help.

We can provide **therapies and adaptations** to overcome a physical disability that is causing you pain or impairing your ability to do your job.

If needed, services to help you with anxiety, depression or other struggles are available through a variety of partnerships.

In our **residential substance abuse treatment**, caring professionals guide you through the emotional, physical and medical aspects of confronting an addiction.

Through **rehabilitation technology**, our rehabilitation engineers provide consultation, individual assessment, and design and fabrication to assist you in overcoming barriers at home and at work.

***“Job retention services get people back on the right track.”***

*— Jimmy Kerr, owner, AMCS, Charleston*

### **If you are an employee, benefits may include:**

- Counseling and guidance
- Medical or psychological evaluation and/or treatment
- Training to improve inter-personal skills
- Job-site accommodations
- Referrals to other services



### **If you are an employer, benefits may include:**

- Improved quality and quantity of work
- Better employee relationships
- Less tardiness and absenteeism
- Less turnover
- Improved safety

VR can also provide training for supervisors on how

to communicate with and provide assistance to employees with disabilities.

### **Referral for services**

These services are completely confidential and can help you stay on your job while getting help and support.

Employees can apply for VR services on their own, or an employer can make the referral.

**VR Vocational Rehabilitation**

Let's go to work



# VR Offices

offices.scvrd.net

Preparing and assisting eligible South Carolinians with disabilities to achieve and maintain competitive employment.

## Aiken

*Serving Aiken, Barnwell and Edgefield counties*  
855 York St. N.E.  
Aiken, SC 29801  
803-641-7630 (Office/TDD)  
800-861-9410 (Toll free)

## Anderson

3001 Martin Luther King Jr. Blvd.  
Anderson, SC 29625  
864-224-6395 (Office/TDD)

## Beaufort

*Serving Beaufort and Jasper counties*  
747 Robert Smalls Parkway  
Beaufort, SC 29905  
843-522-1010 (Office/TDD)

## Berkeley-Dorchester

2954 S. Live Oak Drive  
Moncks Corner, SC 29461  
843-761-6036 (Office/TDD)  
866-297-6808 (Toll free)

## Camden

*Serving Fairfield, Kershaw and Lee counties*  
15 Battleship Road Ext.  
Camden, SC 29020  
803-432-1058 (Office/TDD)  
866-206-5280 (Toll free)

## Charleston

4360 Dorchester Road  
North Charleston, SC 29405  
843-740-1600 (Office/TDD)

## Conway

*Serving Horry County*  
3009 Fourth Avenue  
Conway, SC 29527  
843-248-2235 (Office/TTY)

## *Serving Georgetown County*

1777 N. Fraser Street  
Georgetown, SC 29440  
843-546-2595 (Office/TTY)

## Florence

1947 West Darlington Street  
Florence, SC 29501  
843-662-8114 (Office/TTY)

## *Serving Dillon and Marion counties*

309 North First Avenue  
Dillon, SC 29536  
843-774-3691 (Office)

## Gaffney

*Serving Cherokee County*  
364 Huntington Road  
Gaffney, SC 29345  
864-489-9954 (Office/TTY)  
866-451-1481 (Toll free)

## *Serving Union County*

121 North Main Street  
Jonesville, SC 29353  
864-475-5003 (Office/TTY)

## Greenville

*Serving Greenville County and the Easley residents of Pickens County*  
105 Parkins Mill Road  
Greenville, SC 29607  
864-297-3065 (Office/TDD)

## Greenwood

*Serving Abbeville, Greenwood, McCormick and Saluda counties*  
2345 Highway 72/221 E  
Greenwood, SC 29649  
864-229-5827 (Office/TDD)  
866-443-0162 (Toll free)

## Lancaster

*Serving Lancaster County and the Pageland area*  
1150 Roddey Drive  
Lancaster, SC 29720  
803-285-6909 (Office/TDD)

## Laurens

22861 Highway 76 E  
Clinton, SC 29325  
864-984-6563 (Office/TTY)  
866-443-0103 (Toll free)

## *Serving Newberry County*

2601 Evans Street  
Newberry, SC 29108  
803-276-9438 (Office/TTY)

## Lexington

1330 Boston Ave.  
West Columbia, SC 29170  
803-696-6333 (Office/TDD)  
866-206-5184 (Toll free)

## Lyman

*Serving Lyman and the surrounding area*  
180 Groce Road  
Lyman, SC 29365  
864-249-8030 (Office/TDD)  
888-322-9391 (Toll free)

## Marlboro

*Serving Chesterfield, Darlington and Marlboro counties*  
1029 SC-9  
Bennettsville, SC 29512  
843-479-8318 (Office/TDD)  
800-649-4678 (Toll free)

## *Serving Darlington County*

2413 Stadium Road  
Hartsville, SC 29550  
843-332-2262 (Office/TTY)

## Oconee-Pickens

1951 Wells Highway  
Spartanburg, SC 29678  
864-862-6669 (Office/TDD)  
866-313-0082 (Toll free)

## Orangeburg

*Serving Bamberg, Calhoun and Orangeburg counties*  
1661 Joe S. Jeffords Hwy S.E.  
Orangeburg, SC 29115  
803-534-4939 (Office/TDD)

## Richland\*

516 Percival Road  
Columbia, SC 29206  
803-782-4239 (Office/TDD)  
866-206-5280 (Toll free)

## Rock Hill

*Serving Chester and York counties*  
1020 Heckle Blvd.  
Rock Hill, SC 29732  
803-327-7106 (Office/TDD)

## Spartanburg

353 S. Church Street  
Spartanburg, SC 29306  
864-585-3693 (Office/TTY)  
866-461-1480 (Toll free)

## Sumter

*Serving Clarendon and Sumter counties*  
1750 North Main Street  
Sumter, SC 29153  
803-469-2960 (Office/TTY)

## Walterboro

*Serving Allendale, Colleton and Hampton counties*  
519 Thunderbolt Drive  
Walterboro, SC 29408  
843-538-3116 (Office/TDD)  
888-577-3549 (Toll free)

## Williamsburg\*

405 Martin Luther King Jr. Avenue  
Kingstree, SC 29556  
843-354-5252 (Office)

\* This office has multiple locations. See [offices.scvrd.net](http://offices.scvrd.net) for details.



# VR Snap Shot

[scvrd.net](http://scvrd.net)

## Why seek VR services?

If you have a disability, we can help you understand the options available in setting and reaching a vocational goal.

Individualized services are provided at offices all over the state and may include:

**Assessment** to help you understand your capabilities, explore career options and plan for employment.

**Disability management** through therapies, treatments, procedures or assistive devices;

**Training** to enhance skills through instruction and work experiences in our facilities, on worksites, or through educational partnerships;

**Job search** to help you achieve competitive employment and support you once you are on the job.

[clients.scvrd.net](http://clients.scvrd.net)

## Why partner with VR?

VR clients have the skills, drive, loyalty and dependability you want, and we can help you tap into this talent pool through:

**Job matching** that connects you with qualified, pre-screened, job ready candidates;

**Outsource/training partnerships** to meet your needs for quality products or services, and help clients learn fundamental work skills;

**Internships, apprenticeships and on the job training** which address any specific knowledge or skills gap at initial employment;

**Post employment and job retention services** to keep valuable employees with disabilities;

**Tax credits and other financial incentives** to reduce the cost of training, accommodation and other on-the-job supports.

[businesses.scvrd.net](http://businesses.scvrd.net)



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*Serving Darlington County*

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## Oconee-Pickens

1951 Wells Highway  
Seneca, SC 29678  
864-882-6667 (Office/TDD)  
866-313-0082 (Toll free)

## Orangeburg

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## Richland\*

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131 North Main Street  
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# Youth Services

[youthservices.scvrd.net](http://youthservices.scvrd.net)

## Look to your future

If you're a high school student with a disability, VR can help you plan for your future by helping you get the skills and tools you need to succeed in the job market after you graduate.



## Summer Programs

During VR's summer programs you can participate in work experiences and learn what it takes to become independent. Enhance your leadership, teamwork and communication skills while exploring careers, post-secondary interests and engaging in mock interviews and other job preparedness activities.

***"VR helped me discover myself and what I'd be good at."***

*— Adrianna Lachanos*

## Foundation for success

VR's youth services reduce the dropout rate of youth with disabilities and improve their participation in employment-related activities. By focusing on building self-esteem and developing personal leadership skills we help prepare you for life beyond high school.

You may participate in services that will help you evaluate career choices, build leadership skills and learn what resources are available to assist you with your future.



A VR counselor may be available at your school. You may also talk with a teacher, your guidance counselor or school nurse about getting connected. Information is also available on our website.

**VR Vocational Rehabilitation**

Let's go to work

## High School / High Tech (HS/HT)

Set your sights on a career in the fields of science, technology, engineering or math by attending HS/HT.

In addition to field trips to science and technology-related businesses and attractions, you may participate in on-the-job experiences through job shadowing and internships.



***“High School/High Tech gives both students and employers the opportunity to learn from each other.”***

*— Vince DiCarlo, Warning Coordination Meteorologist, NOAA*

## Beyond high school

In collaboration with community partners, technical colleges and universities, opportunities for post-secondary training in an appropriate career field are available.

## Disability Mentoring Day (DMD)

Each October, students with disabilities are paired with employers for a one-on-one job shadowing experience, providing them with a better understanding of the workplace environment.

Learn about the day-to-day responsibilities for a variety of occupations and the skills and education requirements to get a job in a career field that interests you.

At the same time, employers gain an understanding of what people with disabilities have to offer the workplace.

DMD is sponsored nationally by the American Association of People with Disabilities and implemented in SC by VR and its statewide partners.



# VR Results

results.scvrd.net

## outreach Individual

Total clients served (SFY 2016)	37,747*
Total employed statewide	6,548
New referrals	15,314
Served in work training centers	4,868

\* Since rehabilitation is a continuous process that often takes multiple years, SCVRD serves some of the same clients in successive years.

## success Career

Transportation/Shipping	16%
Food Service	16%
Manufacturing	14%
Administrative Support	14%
Building/Grounds Maintenance	11%
Sales	8%
Construction	6%
Installation/Maintenance	4%
Personal Care/Service	4%
Management	4%
Healthcare	3%

## independence Income

Mean weekly earnings after rehabilitation.....\$403  
(74% have no earnings at referral)

## A great return on investment



VR clients become tax-payers instead of tax consumers when they become employed, reducing their reliance on government disability benefits.

Many receive health insurance coverage through their new jobs and no longer rely on Medicaid.

Competitively employed clients pay back approximately \$4 in taxes for every \$1 spent on their rehabilitation.

Employed clients repay the cost of their vocational rehabilitation in an average of 5.2 years. That's a 19 percent annual rate of return on taxpayer investment.

Preparing and assisting eligible South Carolinians with disabilities to achieve and maintain competitive employment.

**VR Vocational Rehabilitation**

Let's go to work



# VR Results

[results.scvrd.net](http://results.scvrd.net)

## effectiveness Rehabilitations per 100,000

SCVRD rehabilitates more citizens with disabilities into employment per 100,000 population than any other state in the Southeast.

VR ranks 4th nationally.\*

**VR: 136**

Southeast Avg: 58

US Average: 55

## efficiency Cost per served

VR's integrated service delivery system helps us achieve one of the nation's best cost-efficiency levels.

VR is much lower than national and regional averages.\*\*

**VR: \$2,093**

Southeast Average: \$2,545

US Average: \$2,951

## accountability Cost per rehabilitation

VR's total expenditures reveal a far lower cost per client employed than national and regional averages.

VR ranks 7th nationally.\*\*

**VR: \$14,565**

Southeast Average: \$19,753

US Average: \$21,053

These data are from \*2014 and \*\*2013, the latest year for which national data is available.



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# Client Services

clients.scvrd.net

## Recovery leads to success

*"The most important thing I got was a plan," says Leanne Taylor. "I didn't know how to function anymore. Addiction took that away. I didn't know how to make it better and I didn't want to be the way I was."*

*VR's residential substance abuse treatment services offer help for people who are unable to get or keep a job because of drugs or alcohol. Clients are referred by VR counselors at any of our offices.*

*Leanne worked closely with the treatment staff to build the foundation for her recovery, which included exploring career opportunities and setting goals for her future.*

*"What I learned in those 28 days will help me for the rest of my life," she says.*

*After completing the program, clients continue to receive support from their VR counselor and local VR office.*

*Currently employed by an optometrist, Leanne continues to achieve her personal and career goals.*

*"I'm excited for my future. The possibilities are endless for what I can do."*

[treatment.scvrd.net](http://treatment.scvrd.net)

## VR services are available to South Carolinians with disabilities

If you have a disability, we can help you understand the options available in becoming or staying employed through individualized services provided at offices around the state.

Benefits Specialists are on hand to counsel recipients of Supplemental Security Income (SSI) and/or Social Security Disability Insurance (SSDI) on work incentives and other benefits of working while educating them on the effects of earnings as they plan for employment.



## Your vocational goal

Once eligibility is established, and depending on your need, services are available to assist you in preparing for, obtaining, retaining, or regaining employment. You participate fully in your rehabilitation, with your counselor serving as a guide to help you navigate all of the services we offer.

**Assessment** is the first step. Your strengths, abilities, interests, types of jobs you are best suited for, and the services required to help you achieve employment success are evaluated. This may involve job shadowing, working with a mentor, or a work experience. This process identifies a specific vocational goal and the services needed to reach it.

Although most assessments are done in your local office, you may be referred for comprehensive evaluation services for a more in-depth assessment if needed.



# Through hard work and timely delivery of individualized services,

VR prepares and assists eligible South Carolinians with disabilities to achieve and maintain competitive employment. Our Quality One (Q1) initiative focuses on meeting the specific needs of our clients and business partners. Our goal is to ensure that "quality happens one person at a time."

Through counseling, career guidance and vocational assessment, we help clients identify their abilities and develop skills so that they are empowered to choose a career to be successful and independent. This includes strengthening our partnerships in schools and dedicating additional resources and support to students and young adults with disabilities who need pre-employment services to become career ready.

Employment enhances the quality of life for our clients and their families as they earn paychecks and increase their self-sufficiency, thereby decreasing the need for government assistance. This also stimulates the state's economy through taxes and purchases, ultimately contributing to the state's return on investment in VR services.

We are fortunate in South Carolina to have a business environment that continues to grow and generate new job opportunities, creating a demand for an expanded talent pipeline. VR adds value by equipping clients to become qualified, job ready candidates to build a stronger and more diverse workforce. Through our job retention services we also help employers retain their most valuable asset, their employees, by assisting those who are experiencing physical or emotional concerns jeopardizing their employment (including alcohol and other substance abuse). There is no cost for this service, which allows our business partners to maintain the leverage needed to stay competitive.

In collaboration with community partners and agencies, technical colleges and universities, and non-profit organizations, VR offers a customized approach to employing people with disabilities. Please join us in our mission to help South Carolinians attain independence and success through employment.

Let's go to work!

## Turning statistics into success

People with disabilities want to be employed, educated and participate in their communities.

More than 20 million Americans, ages 18-64, have a disability. That's almost 10% of the population. More than 13 million of them are unemployed.

In South Carolina we have more than 360,000 citizens, ages 18-64, with a disability, more than 250,000 of whom are unemployed.

Many of these individuals would like to go to work, but need assistance to prepare for and achieve that goal. They represent one of our nation's most significant resources, and each year we help thousands find jobs paying competitive wages.

These new workers become taxpaying citizens, proud of what they are achieving: building fulfilling lives for themselves and their families.

# Business Services

[businesses.scvrd.net](http://businesses.scvrd.net)

## Training partnerships

*Many skills are best learned in a work-based environment.*

*Our statewide network of training centers are a unique system for training VR clients while providing you with a flexible outsource alternative.*

*While meeting your business needs, our clients learn skills through tasks such as:*

- assembly
- fabrication
- inspection
- building
- packaging
- recycling

*Many clients also earn industry recognized certifications.*

*We are committed to:*

- quality
- cost-efficiency
- flexibility
- quick turnaround time

*Together we prepare skilled employees for your workforce.*

[trainingcenters.scvrd.net](http://trainingcenters.scvrd.net)

## Business leaders save time and money while expanding their customer base

As a workforce development partner, VR can help your business achieve its competitive advantage by developing qualified job candidates who are trained in a wide variety of skills and have the good work habits that you value.

Employers from every job sector, including federal contractors, indicate that hiring VR clients helps them reduce training costs and increase job retention rates, while improving workforce diversity.



Through individualized assessment, we get to know our clients so that we can assist you to find the right person for the right job.

## Find talent

VR provides a pipeline of talented individuals to meet your workforce needs. Our **Business Development Specialists (BDS)** introduce you to the benefits of hiring these individuals.

**Job matching** starts when you notify us of an open position. We assess your requirements and identify matches using individualized career assessment tools. Finally, we pre-screen qualified candidates, saving you time and money.

## Train talent

Through **job preparedness instruction** in our training centers, our clients learn the fundamental skills needed to work for you.

**Job readiness training** helps you assess a person's potential with no obligation, while we can help offset your initial training costs.

Our clients participate in customized training where they become competent in all aspects of the job, including knowledge, skills and company culture.

After hire, we continue to provide assistance to both you and the client for at least 90 days.

***This is one of the best programs I've ever seen. VR is changing people's lives and helping businesses thrive in the community.***

*—Jeff Mond, Plant Manager HRD Thermold*

## Your Individualized Plan for Employment

Your plan will list the services you need to help you prepare for your chosen vocation. The specific services provided are based on your individual financial and employment needs and may include:

**Disability management** through speech, hearing, physical, occupational, muscular or aquatic therapy; diagnosis and treatment for mental or emotional disorders like substance abuse; prosthetics, orthotics, podiatry or dentistry; or rehabilitation technology, such as worksite assessment, assistive devices, technological adaptations and aids for daily living.

**Training** to enhance and increase your professional skills; demand driven training to develop job specific skills; business or information technology training; hands on training; or post secondary training, including vocational or technical schools, colleges and universities.

**Job search** to help you identify and secure competitive employment. In some cases, you may receive on-site job coaching to help get started on the job.

Follow-up, post-employment and job retention services help if your job is jeopardized because of disability-related factors.

*You may receive VR services if you have a physical or mental impairment that substantially impedes employment, and you are able to benefit from VR services that can lead to gainful employment.*

***'m proud to be a part of VR, knowing at I'm not out there alone. That's a scary thing for somebody with a ability: to not have a support system.***

***—Brian Denny, former VR client***

## Youth Services

VR provides services to help young adults with disabilities build self-esteem, learn teamwork and communication, develop leadership skills, and prepare for employment success and life as adults.

This includes individuals who may be:

- Out of school
- Low income
- English language learners
- Juvenile offenders
- Homeless
- Current or former foster care recipients
- Pregnant or parenting

To take advantage of these services, contact your local VR office.

### For students

VR also provides pre-employment training for students with disabilities, including:

- Job exploration counseling
- Work-based learning experiences
- Counseling on post-secondary education
- Workplace readiness training
- Instruction in self-advocacy

These services may be provided in an individual or group setting, and do not require the student to be a VR client. A VR counselor is available in most schools. To get started, talk with them, a teacher, guidance counselor or school nurse.

[youthservices.scvrd.net](http://youthservices.scvrd.net)



***Working with VR has opened a great door of opportunity for a labor force that I need.***

***—Charlie Weston, Owner,  
Guardian Fence Suppliers***

## Keep talent

**Post employment services**, which may include assistive technology and additional education, are available to clients you hire who may require services to maintain, regain or advance in employment.

**Job Retention Services** help you retain valuable employees who need help due to a disability that might be jeopardizing their employment.

Whether it's anxiety, depression, substance abuse, physical impairments, or one of more than 130 other disabilities, our goal is to help a person minimize or eliminate the impairment interfering with their job performance.

For you, the benefits include better retention, less absenteeism and tardiness, an improved safety record, better quality and quantity of work, less disciplinary action and less turnover.

These confidential services help your employees through counseling and guidance, medical or psychological evaluation and/or treatment, training in personal and social skills, job-site modifications, or accommodations and referrals to other service providers.

*Tax credits and other financial incentives are available to help with training, orientation and accommodation.*

## Business Partnership Network

Each of our Business Development Specialists leads a local network of business partners called the Business Partnership Network, a joint effort of public and private employers and VR.

Benefits of the BPN include:

- recognition as a leader in community workforce development
- the opportunity to teach classes on fundamental life skills and job preparedness
- helping shape in-demand training
- networking with other businesses
- sharing best practices

Find out more about the BPN at [bpn.scvrd.net](http://bpn.scvrd.net)

Find your local BDS at [bds.scvrd.net](http://bds.scvrd.net)

## Business partners

Some of the business partners who hire our clients and outsource work to our training center include:

- 3D Systems
- Blue Cross and Blue Shield of South Carolina
- Boeing South Carolina
- Bridgestone Americas Tire Operations, LLC
- Eaton Corporation
- Electrolux Home Products
- Embassy Suites
- Freightliner Custom Chassis
- INA Bearings
- LeCreuset of America
- Lowe's
- Michelin North America
- North American Rescue
- Savannah River Nuclear Solutions, LLC
- Siemens Energy & Automation, Inc.
- TD Bank
- TE Connectivity
- Verizon Wireless
- Walgreens





# Enduring Partnerships

## great return on investment

VR clients become taxpayers instead of tax consumers when they become employed, reducing their reliance on government disability benefits.

Many receive health insurance coverage through their new jobs and no longer rely on Medicaid.

Competitively employed clients pay back about \$4 in taxes for every \$1 spent on their rehabilitation.

Employed clients repay the cost of their vocational rehabilitation in less than 5 years.

South Carolina taxpayers receive more than a 19 percent annual rate of return on their investment.

## Love Chevrolet has been an indispensable partner for more than 18 years

"A lot of VR clients have become part of our family," says a smiling Mark Williamson, Service Director at Love Chevrolet in Columbia.

More than 65 VR clients have been hired for diverse positions such as cashiers, customer service representatives, business development, housekeeping, lube technicians, sales, maintenance, and information technology. They receive competitive salaries, benefits and exceptional opportunities for advancement within the organization.



Bradley Green is one of those clients. Six years ago he was employed as a porter, parking cars for customers and driving the courtesy vehicle. His real interest

was in computers, however, and today he is the IT Supervisor for the Love Automotive organization, which includes four dealerships and two insurance agencies.

"He kept earning his way up," says Ben Hoover, Love Chevrolet General Manager. "I'm not sure what he can't do."



Wendell Thurmond, a Swansea High School student, wanted to become a mechanic. Working with Wendell's transition counselor, Nasser Sartip, a VR Vocational Assessment and Career Specialist, arranged a job shadow for Wendell at one of Love's Quick Lube locations. After two weeks of training, Wendell moved to the Love Chevrolet dealership, and now he has his own service bay at Love Buick GMC.

Francis Loper began as a receptionist 11 years ago. Now

**VR offers business owners the opportunity for a tremendous relationship. You're stacking the deck in your favor for success. That's what we've had: a lot of success.**

—Ben Hoover, General Manager, Love Chevrolet

# Disability Determination Services

[dds.scvrd.net](http://dds.scvrd.net)

## Quality and timely decisions

*"DDS employees realize that each of the many thousands of claims received by our offices is of vital importance in the life of the person who submitted it. We are proud of the conscientious and dedicated efforts of our staff to get it right."*

*—Shirley Jarrett, DDS Director*

## Responsive, timely and cost-effective services

VR's Disability Determination Services (DDS) unit processes Social Security Disability Insurance claims as well as Supplemental Security Income claims for the Social Security Administration.



You may be eligible to receive benefits from these programs when a physical or mental impairment prevents you from performing any type of work for a sustained

period of time. Highly-trained DDS employees carefully and objectively evaluate medical and vocational factors in making the decision whether documentation meets Social Security guidelines for allowance of benefits.

SC DDS's decisional accuracy surpassed regional and national averages last year. With offices in West Columbia, Charleston and Greenville, the unit handled more than 76,000 claims for SSA.

DDS also processes disability retirement claims for the South Carolina Public Employee Benefit Authority and Medicaid disability claims.

Find out more or apply for SSI or SSDI at your local Social Security Administration office, or at [ssa.gov](http://ssa.gov).

VR Overview is a free publication of the SC Vocational Rehabilitation Department. Requests for copies may be sent to:

Public Information / Outreach  
P.O. Box 15  
West Columbia, SC 29171-0015

Or contact us at 803-896-6500 or [info@scvrd.net](mailto:info@scvrd.net).

Electronic copies are available at [publications.scvrd.net](http://publications.scvrd.net).

In accordance with federal and state law, the SC Vocational Rehabilitation Department does not discriminate against any race, color, religion, sex, national origin, age or disability in employment or in provision of services. The SC Vocational Rehabilitation Department printed 10,000 copies of VR Overview. Money earned by the department from outsource agreements with employers paid for the printing. The total cost of printing this publication was \$4,988.00, or about \$0.50 per copy.



The VR Overview received a Notable State Documents Award from the SC State Library.

the Business Development Manager, she manages Love's websites and all internet correspondence, assigns customers to salespeople, makes service appointments, and handles online advertising.



"She coaches my entire sales team each morning," adds Hoover. "She has their utmost respect."

"When we get a client from VR we know that this is where that person wants to be," adds Williamson. "When we have a job opening, sometimes I don't even post an ad; I call Nasser first."

Sartip's goal is not simply finding someone a job. "I want to make sure the employer is happy with who they hire and I want to make sure the client is happy with their job."

He keeps in regular contact with clients and is always ready to help them grow and advance in their careers. And he's there to help if a client is having difficulty.

"People are our most important asset," says Hoover. "Nasser gives them advice and guidance, so we're able to retain people and help them grow within the company."

Love works closely with VR clients to provide accommodations they may need, or to adjust schedules so they can keep a recurring medical appointment.

Sartip says that the enthusiasm and work ethic of Bradley, Wendell, Frances and other VR clients resulted in their success. "All I did was open the door for them to get a job. They made these opportunities."

For Hoover, the benefits of the partnership with VR extend far beyond Love Chevrolet, encompassing families, communities and taxpayers statewide.

VR offers business owners the opportunity for a tremendous relationship," he says. "You're stacking the deck in your favor for success. That's what we've had: a lot of success."



## State Agency of Vocational Rehabilitation

The South Carolina State Agency of Vocational Rehabilitation board sets policy under which the Vocational Rehabilitation Department operates. The members, appointed by the Governor and confirmed by the South Carolina Senate, serve seven-year terms.



**Dr. Roxzanne Breland**  
Greenville, 4th District  
*Board Chair*



**Rhonda J. Presha**  
Elgin, 2nd District  
*Board Vice Chair*



**Timothy W. Evatt**  
Pendleton  
3rd District



**Joseph A. Thomas**  
Conway  
7th District



**Ira L. Banks**  
N. Charleston  
1st District



**Felicia W. Johnson**  
VR Interim Commissioner  
*Board Secretary*



September 19, 2017

# Public Comment

## SIGN IN SHEET

6:00 PM

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

**PLEASE PRINT**

	FULL NAME	PURPOSE OF COMMENT
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*NO ONE*

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.





**PUBLIC HEARING  
SIGN IN SHEET  
OCONEE COUNTY COUNCIL MEETING  
DATE: September 19, 2017 6:00 p.m.**

**Ordinance 2016-25** "AN ORDINANCE TO AMEND CHAPTER 16 OF THE CODE OF ORDINANCES OF OCONEE COUNTY (FLOOD DAMAGE PREVENTION), PERTAINING TO ADOPTING UPDATED FLOOD INSURANCE RATE MAPS AND CHANGES ASSOCIATED WITH MAINTAINING GOOD STANDING IN THE NATIONAL FLOOD INSURANCE PROGRAM; AND OTHER MATTERS RELATED THERETO."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

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Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Wallhalla, South Carolina, 29691.

**Please PRINT your name**

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*None*



**PUBLIC HEARING  
SIGN IN SHEET  
OCONEE COUNTY COUNCIL MEETING  
DATE: September 19, 2017 6:00 p.m.**

**Ordinance 2017-21** "AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO DUKE ENERGY CAROLINAS, LLC FOR THE PURPOSE OF LOCATING AND MAINTAINING ELECTRIC AND/OR COMMUNICATION FACILITIES ON COUNTY-OWNED PROPERTY; AND OTHER MATTERS RELATED THERETO."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

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*NONE*



# PUBLIC HEARING SIGN IN SHEET

## OCONEE COUNTY COUNCIL MEETING

DATE: September 19, 2017 6:00 p.m.

**Ordinance 2017-18** "AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN OCONEE COUNTY AND BORGWARNER PDS (USA) INC., WHEREBY OCONEE COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX ARRANGEMENT WITH BORGWARNER PDS (USA) INC. AND PROVIDING FOR PAYMENT BY BORGWARNER PDS (USA) INC. OF CERTAIN FEES-IN-LIEU OF AD VALOREM TAXES; PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT; FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

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*None*



**PUBLIC HEARING  
SIGN IN SHEET  
OCONEE COUNTY COUNCIL MEETING  
DATE: September 19, 2017 6:00 p.m.**

**Ordinance 2017-22** "AN ORDINANCE AMENDING ARTICLE III OF CHAPTER 26 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, NAMELY AS TO THE ELIMINATION OF THE SCENIC HIGHWAY COMMITTEE AND THE SUBSTITUTION OF THE PLANNING COMMISSION TO CARRY OUT ALL DUTIES AND FUNCTIONS FORMERLY BELONGING TO THE SCENIC HIGHWAY COMMITTEE; AND OTHER MATTERS RELATED THERETO."

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*NONE*



**PUBLIC HEARING  
SIGN IN SHEET  
OCONEE COUNTY COUNCIL MEETING  
DATE: September 19, 2017 6:00 p.m.**

**Ordinance 2017-20** "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE FOOTHILLS ALLIANCE AS LESSEE; AND OTHER MATTERS RELATED THERETO."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

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*NONE*



**PUBLIC HEARING  
SIGN IN SHEET  
OCONEE COUNTY COUNCIL MEETING  
DATE: September 19, 2017 6:00 p.m.**

**Ordinance 2017-23 "AUTHORIZING THE ISSUANCE AND SALE OF A NOT EXCEEDING \$530,000 GENERAL OBLIGATION REFUNDING BOND (KEOWEE FIRE TAX DISTRICT), SERIES 2017, OF OCONEE COUNTY, SOUTH CAROLINA FOR THE PURPOSE OF REFUNDING THE COUNTY'S GENERAL OBLIGATION BOND (KEOWEE FIRE TAX DISTRICT), SERIES 2007; FIXING THE FORM AND DETAILS OF THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BOND, AND OTHER MATTERS RELATING THERETO."**

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*None*



**PUBLIC HEARING  
SIGN IN SHEET  
OCONEE COUNTY COUNCIL MEETING  
DATE: September 19, 2017 6:00 p.m.**

**Ordinance 2017-24** "AN ORDINANCE AUTHORIZING THE TRANSFER OF COUNTY-OWNED REAL PROPERTY, LOCATED WITHIN THE GOLDEN CORNER COMMERCE PARK, COMPRISING APPROXIMATELY 22 ACRES, TO THE OCONEE ECONOMIC ALLIANCE FOR THE PURPOSE OF CONSTRUCTION OF A "SPECULATIVE BUILDING" FOR INDUSTRIAL OR BUSINESS USE IN ORDER TO PROMOTE INCREASED OPPORTUNITIES FOR ECONOMIC GROWTH AND DEVELOPMENT WITHIN THE COUNTY; AND OTHER MATTERS RELATED THERETO."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

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Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

**Please PRINT your name**

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*Handwritten signature: N. M. [unclear]*

**Katie Smith**

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**From:** Katie Smith  
**Sent:** Wednesday, August 23, 2017 2:38 PM  
**To:** 'classadmgr@upstatetoday.com'  
**Subject:** RE: Classified Ad# 22771 Confirmation

Looks good; thanks!

Katie

Katie D. Smith  
Clerk to Council  
Oconee County  
415 S. Pine St. Walhalla  
864.718.1023  
Fx. 864.718.1024  
[ksmith@oconeesc.com](mailto:ksmith@oconeesc.com)

**CONFIDENTIALITY NOTICE:** This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

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**From:** [classadmgr@upstatetoday.com](mailto:classadmgr@upstatetoday.com) [<mailto:classadmgr@upstatetoday.com>]  
**Sent:** Wednesday, August 23, 2017 2:35 PM  
**To:** Katie Smith  
**Subject:** Classified Ad# 22771 Confirmation

Hi Katie, Attached is the proof of your ad. Please let me know if yo approve it. Thanks, Jenny White

# THE JOURNAL

**Classified Advertisi**



**OCONEE COUNTY COUNCIL**  
415 S PINE ST  
WALHALLA, SC 29691

Acct#:63488  
Ad#:22771  
Phone#:864-718-1023  
Date:08/23/2017

Salesperson: JWHITE      Classification: Legals      Ad Size: 1.0 x 2.30

**Advertisement Information:**

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	08/24/2017	08/24/2017	1	34.56	34.56

**Payment Information:**

Date:                      Order#                      Type  
08/23/2017                22771                      BILLED ACCOUNT

**Total Amount: 34.56**

**Amount Due: 34.56**

**Comments: PUBLIC HEARING - TUESDAY, SEPT. 19, 2017 - ORDINANCE 2016-25**

**Attention: Please return the top portion of this invoice with your payment including account and ad number.**

**Ad Copy**

NOTICE OF PUBLIC HEARING  
There will be a public hearing on  
Tuesday, September 19, 2017 at  
6pm in Oconee County Council  
Chambers located at 415 South Pine  
Street, Walhalla, SC 29691 for the  
following ordinance:  
STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
ORDINANCE 2016-25  
AN ORDINANCE TO AMEND  
CHAPTER 16 OF THE CODE OF  
ORDINANCES OF OCONEE COUN-  
TY (FLOOD DAMAGE PREVEN-  
TION), PERTAINING TO ADOPTING  
UPDATED FLOOD INSURANCE  
RATE MAPS AND CHANGES AS-  
SOCATED WITH MAINTAINING  
GOOD STANDING IN THE NATION-  
AL FLOOD INSURANCE PRO-  
GRAM; AND OTHER MATTERS  
RELATED THERETO.

**PUBLISHER'S AFFIDAVIT**

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: PUBLIC HEARING - TUESDAY, SEPT. 19, 2017 - ORDINANCE 2016-25

**BEFORE ME** the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 08/24/2017 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch  
General Manager

Subscribed and sworn to before me this  
08/24/2017



Jennifer A. White  
Notary Public  
State of South Carolina  
My Commission Expires July 1, 2024

JENNIFER A WHITE  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires July 1, 2024

■ TRANSPORTATION

AUTOS FOR SALE



**2001 MUSTANG GT**  
Very fast! New brakes,  
automatic, convertible,  
runs good. \$3,500  
Call 864-781-8874



**2003 FORD TAURUS SE**  
Auto, Air, 190K Miles, \$2,995  
Blue Ridge Automotive  
3504 Blue Ridge Blvd.,  
Walhalla 864-638-2129



**2004 DODGE STRATUS**  
Clean, Cold Air,  
Auto, 169K Miles-\$3,895  
Blue Ridge Automotive  
3504 Blue Ridge Blvd., Walhalla  
864-638-2129



**2004 PONTIAC GRAND AM**  
V8, black w/ gray interior, alloy  
wheels, cold a/c, 130K miles-  
\$3,250 Cash  
Bountyland Used Cars  
1110 Frontage Road, Seneca  
864-221-8049



**2005 DODGE DURANGO**  
4 x 4, Leather, Alloy, DVD/CD  
player, Power Seats,  
3rd Row Seating -\$4,899-  
Bountyland Used Cars  
1110 Frontage Rd  
Seneca, SC 29678  
864-221-8949



■ TRANSPORTATION

AUTOS FOR SALE

Toyota Tacoma from 99 SR5  
Prerunner V6 XCab 132,220  
Miles Automatic Clear ti-  
tle.\$2000 Call:8033398630

■ LEGAL NOTICES

LEGALS

**NOTICE OF PUBLIC HEARING**  
There will be a public hearing on  
Tuesday, September 19, 2017 at  
8pm in Oconee County Council  
Chambers located at 415 South Pine  
Street, Walhalla, SC 29691 for the  
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STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
ORDINANCE 2016-25  
AN ORDINANCE TO AMEND  
CHAPTER 16 OF THE CODE OF  
ORDINANCES OF OCONEE COUNTY  
(FLOOD DAMAGE PREVENTION),  
PERTAINING TO ADOPTING  
UPDATED FLOOD INSURANCE  
RATE MAPS AND CHANGES AS-  
SOCATED WITH MAINTAINING  
GOOD STANDING IN THE NATIONAL  
FLOOD INSURANCE PRO-  
GRAM; AND OTHER MATTERS  
RELATED THERETO.

**SEEKING INFORMATION ON**  
boat and outboard motor for title  
purposes. Foremost 14 foot alu-  
minum modified v-hull boat Model #  
1022 Serial # 15480, Johnson, 6hp  
outboard motor, Model # CD245,  
Serial # J2817067. Contact R.  
Dungan at 864-247-1501.

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
COURT OF COMMON PLEAS  
NON-JURY MATTER  
CIA #2017-CP-37-461

Oconee Federal Savings  
and Loan Association, Plaintiff  
versus  
Laura Rees Lusk s/v/a Laura R.Lusk  
individually, and as Personal Repre-  
sentative of Estate of James F.  
Rees, Jr., s/v/a James F. Rees, Jocyl  
L. Lusk, and RBS Citizens, N.A. f/v/a  
Citizens Bank, N. A. s/v/m to Charter  
One Bank s/v/m to Home Loan  
Center, Inc. DBA Landing Tree  
Loans, Defendants.

**LIS PENDENS**  
NOTICE IS HEREBY GIVEN, that an  
action has been commenced and is  
now pending in this Court upon  
Complaint of the above named  
Plaintiff against the above named  
Defendants, for purposes of foreclosing  
a real estate mortgage dated  
September 14, 2009, granted by  
James F. Rees, Jr. s/v/a James F.  
Rees, now deceased, to the Plaintiff,  
which mortgage was filed of record in  
the office of the Register of Deeds for  
Oconee County, in Real Estate  
Mortgage Book 2799, at page 335,  
on the 21st day of September, 2009;  
that the mortgaged premises were, at  
the time of the commencement of  
this action and at all times thereafter,  
including the date of the filing of this  
Notice, situate in Oconee County,  
South Carolina, and more fully  
described as follows, to wit:  
All that certain piece, parcels or tract  
of land lying and being situate in the  
State of South Carolina, County of  
Oconee, containing 4.096 acres,  
more or less, as shown and  
described on a Plat thaird by James

SER

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Email:

thompson@garrettrepair.co

J. Dalen  
Professional  
Building Services

CARPENTRY  
PLUMBING  
ELECTRICAL  
PAINTING

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

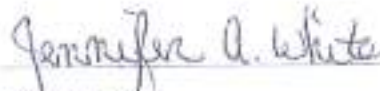
WOMBLE, CARLYLE, SANDRIDGE & RICE

IN RE: PUBLIC HEARING - TUESDAY, SEPTEMBER 19, 2017 - CONSIDER AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 09/02/2017 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch  
General Manager



Jennifer A. White  
Notary Public  
State of South Carolina  
My Commission Expires July 1, 2024

Subscribed and sworn to before me this  
09/02/2017

NOTICE OF PUBLIC HEARING  
OCONEE COUNTY  
SOUTH CAROLINA  
NOTICE IS HEREBY GIVEN that a public hearing will be held by the County Council of Oconee County (the "County Council"), South Carolina, in the County Council Chambers, 415 South Pine Street, Walhalla, South Carolina, on September 19, 2017, at 6:00 p.m.  
The purpose of such public hearing is to consider an ordinance authorizing the execution and delivery of a Fee-in-Lieu of Tax Agreement by and between Oconee County and BorgWarner PDS (USA) Inc. (the "Company"), whereby Oconee County will enter into a fee-in-lieu of Tax arrangement with the Company and providing for payment by the Company of certain fee-in-lieu of ad valorem taxes; providing for the allocation of fee-in-lieu of taxes payable under the Agreement for the establishment of a multi-county industrial/business park; and other matters relating thereto.  
At the public hearing of taxpayers and residents of Oconee County and other interested persons who appear will be given an opportunity to express their views for or against the ordinance.

JENNIFER A WHITE  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires July 1, 2024

**Katie Smith**

---

**From:** Katie Smith  
**Sent:** Tuesday, August 29, 2017 8:48 AM  
**To:** 'classadmgr@upstatetoday.com'  
**Subject:** RE: Classified Ad# 22835 Confirmation

Looks good; thanks!

Katie

Katie D. Smith  
Clerk to Council  
Oconee County  
415 S. Pine St. Walhalla  
864.718.1023  
Fx. 864.718.1024  
[ksmith@oconeesc.com](mailto:ksmith@oconeesc.com)

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---

**From:** [classadmgr@upstatetoday.com](mailto:classadmgr@upstatetoday.com) [<mailto:classadmgr@upstatetoday.com>]  
**Sent:** Monday, August 28, 2017 5:08 PM  
**To:** Katie Smith  
**Subject:** Classified Ad# 22835 Confirmation

Hi Katie, Please let me know if you approve this run Wed., Aug. 30. It's for ordinance 2017-20. Thanks, Jenny White

# THE JOURNAL

**Classified Advertisi**

**OCONEE COUNTY COUNCIL  
415 S PINE ST  
WALHALLA, SC 29691**

**Acct#:63488  
Ad#:22835  
Phone#:864-718-1023  
Date:08/28/2017**

**Salesperson: JWHITE      Classification: Legals      Ad Size: 1.0 x 1.90**

**Advertisement Information:**

<b>Description</b>	<b>Start</b>	<b>Stop</b>	<b>Ins.</b>	<b>Cost/Day</b>	<b>Total</b>
The Journal	08/30/2017	08/30/2017	1	29.42	29.42

**Payment Information:**

<b>Date:</b>	<b>Order#</b>	<b>Type</b>
08/28/2017	22835	BILLED ACCOUNT

**Total Amount: 29.42**

**Amount Due: 29.42**

**Comments: NOTICE OF PUBLIC HEARING - TUES., SEPT. 19, 2017 - ORDINANCE #2017-20**

**Attention: Please return the top portion of this invoice with your payment including account and ad number.**

**Ad Copy**

NOTICE OF PUBLIC HEARING  
There will be a public hearing on  
Tuesday, September 19, 2017 at  
6pm in Oconee County Council  
Chambers located at 415 South Pine  
Street, Walhalla, SC 29691 for the  
following ordinance:

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
Ordinance 2017-20  
AN ORDINANCE AUTHORIZING  
THE EXECUTION AND DELIVERY  
OF A REAL PROPERTY LEASE  
AGREEMENT BETWEEN OCONEE  
COUNTY AS LESSOR AND THE  
FOOTHILLS ALLIANCE AS LES-  
SEE; AND OTHER MATTERS RE-  
LATED THERETO.

**PUBLISHER'S AFFIDAVIT**

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

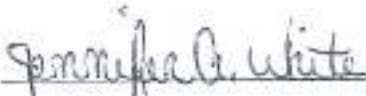
IN RE: NOTICE OF PUBLIC HEARING - TUES., SEPT. 19, 2017 - ORDINANCE #2017-20

BEFORE ME the undersigned, a Notary Public for the State and County above named. This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 08/30/2017 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

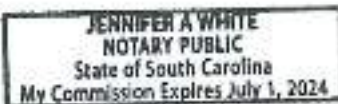


Hal Welch  
General Manager

Subscribed and sworn to before me this  
08/30/2017



Jennifer A. White  
Notary Public  
State of South Carolina  
My Commission Expires July 1, 2024



wheats, cold air, 130K miles  
\$3,250 Cash

Bountyland Used Cars  
1110 Frontage Road, Seneca  
864-221-9949



2005 DODGE DURANGO  
4 x 4, Leather, Alloy, DVD/CD  
player, Power Seats,  
3rd Row Seating \*\$4,899\*  
Bountyland Used Cars  
1110 Frontage Rd  
Seneca, SC 29678  
864-221-9949



2007 LINCOLN TOWN car  
Local, Signature Series,  
Extra Clean, 138K Miles-\$8,985  
Blue Ridge Automotive  
3504 Blue Ridge Blvd., Walhalla  
864-638-2129



04 JEEP CJ7  
60k miles \$15,000  
Pete's Auto  
402 S. Oak St.  
Seneca • 864-882-1467



03 BUICK ROADMASTER  
115K miles \$8,500  
Pete's Auto  
402 Oak Street • Seneca  
862-1467

FINANCES IN CERTAIN LIMITED  
REGARDS AND PARTICULARS  
ONLY, NAMELY AS TO THE  
ELIMINATION OF THE SCENIC  
HIGHWAY COMMITTEE AND THE  
SUBSTITUTION OF THE PLAN-  
NING COMMISSION TO CARRY  
OUT ALL DUTIES AND FUNC-  
TIONS FORMERLY BELONGING  
TO THE SCENIC HIGHWAY COM-  
MITTEE, AND OTHER MATTERS  
RELATED THERETO.

NOTICE OF PUBLIC HEARING  
There will be a public hearing on  
Tuesday, September 19, 2017 at  
8am in Oconee County Council  
Chambers located at 415 South Pine  
Street, Walhalla, SC 29691 for the  
following ordinance:

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
Ordinance 2017-20

AN ORDINANCE AUTHORIZING  
THE EXECUTION AND DELIVERY  
OF A REAL PROPERTY LEASE  
AGREEMENT BETWEEN OCONEE  
COUNTY AS LESSOR AND THE  
FOOTHILLS ALLIANCE AS LES-  
SEE, AND OTHER MATTERS RE-  
LATED THERETO.

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Walhalla, SC 29691

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- Gravel Hauling • Deck Staining

Nell Henderson

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find the right person  
for the job you  
need done!





**Katie Smith**

---

**From:** Katie Smith  
**Sent:** Tuesday, August 29, 2017 8:47 AM  
**To:** 'classadmgr@upstatetoday.com'  
**Subject:** RE: Classified Ad# 22829 Confirmation

Looks good; thanks!

Katie

Katie D. Smith  
Clerk to Council  
Oconee County  
415 S. Pine St. Walhalla  
864.718.1023  
Fx. 864.718.1024  
[ksmith@oconeesc.com](mailto:ksmith@oconeesc.com)

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---

**From:** [classadmgr@upstatetoday.com](mailto:classadmgr@upstatetoday.com) [<mailto:classadmgr@upstatetoday.com>]  
**Sent:** Monday, August 28, 2017 12:35 PM  
**To:** Katie Smith  
**Subject:** Classified Ad# 22829 Confirmation

Hi Katie, Please let me know if you approve this run tomorrow, Tues. Aug. 29. Thanks, Jenny White

# THE JOURNAL

**Classified Advertisi**

OCONEE COUNTY COUNCIL  
415 S PINE ST  
WALHALLA, SC 29691

Acct#:63488  
Ad#:22829  
Phone#:864-718-1023  
Date:08/28/2017

Salesperson: JWHITE      Classification: Legals      Ad Size: 1.0 x 2.000

**Advertisement Information:**

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	08/29/2017	08/29/2017	1	30.70	30.70

**Payment Information:**

Date:	Order#	Type
08/28/2017	22829	BILLED ACCOUNT

**Total Amount: 30.70**

**Amount Due: 30.70**

**Comments: NOTICE OF PUBLIC HEARING - TUESDAY, SEPTEMBER 19, 2017**

**Attention: Please return the top portion of this invoice with your payment including account and ad number.**

**Ad Copy**

NOTICE OF PUBLIC HEARING  
There will be a public hearing on  
Tuesday, September 19, 2017 at  
6pm in Oconee County Council  
Chambers located at 415 South Pine  
Street, Walhalla, SC 29691 for  
the following ordinance:  
STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
Ordinance 2017-21  
AN ORDINANCE GRANTING CER-  
TAIN EASEMENT RIGHTS TO  
DUKE ENERGY CAROLINAS, LLC  
FOR THE PURPOSE OF LOCAT-  
ING AND MAINTAINING ELECTRIC  
AND/OR COMMUNICATION FACILI-  
TIES ON COUNTY-OWNED PROP-  
ERTY; AND OTHER MATTERS  
RELATED THERETO.

**PUBLISHER'S AFFIDAVIT**

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: NOTICE OF PUBLIC HEARING - TUES., SEPT. 19, 2017 - ORDINANCE #2017-21

**BEFORE ME** the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 08/30/2017 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

  
\_\_\_\_\_  
Hal Welch  
General Manager

Subscribed and sworn to before me this  
08/30/2017

  
\_\_\_\_\_  
Jennifer A. White  
Notary Public  
State of South Carolina  
My Commission Expires July 1, 2024

JENNIFER A WHITE  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires July 1, 2024

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8/c, auto, power windows,  
new tires, safety inspection  
57,000 miles • \$3,750  
JW Used Auto Sales  
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Westminster  
864-324-8106



2001 HONDA ACCORD EX  
Auto, Reduced to \$2,995 Cash  
Blue Ridge Automotive  
3504 Blue Ridge Blvd., Wahiata  
864-638-2129



2001 MUSTANG GT  
Very fast! New brakes,  
automatic, convertible,  
runs good. \$3,500  
Call 864-784-9874



2006 FORD TAURUS SE  
Auto, Air, 195K Miles, \$2,995  
Blue Ridge Automotive  
3504 Blue Ridge Blvd.,  
Wahiata 864-638-2129



2004 DODGE STRATUS  
Clean, Cold Air,  
Auto, 188K Miles-\$3,695  
Blue Ridge Automotive  
3504 Blue Ridge Blvd., Wahiata  
864-638-2129

TRANSPORTATION

AUTOS FOR SALE



95 CHEVY CK150  
new transmission -new A/C  
-lowered -runs like new  
\$6,450  
Bountyland Used Cars  
1110 Frontage Rd, Seneca  
864-221-9949



CLASSIC BMW 1976  
Series 2002, 4 Cyl, Auto,  
Very Clean, Running Great,  
Local car - \$12,500  
Bountyland Used Cars  
1110 Frontage Rd, Seneca  
221-9949

LEGAL NOTICES

LEGALE

NOTICE OF PUBLIC HEARING  
There will be a public hearing on  
Tuesday, September 19, 2017 at  
6pm in Oconee County Council  
Chambers located at 415 South Pine  
Street, Wahiata, SC 29691 for  
the following ordinance:

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
Ordinance 2017-21

AN ORDINANCE GRANTING CER-  
TAIN EASEMENT RIGHTS TO  
DUKE ENERGY CAROLINAS, LLC  
FOR THE PURPOSE OF LOCAT-  
ING AND MAINTAINING ELECTRIC  
AND/OR COMMUNICATION FACILI-  
TIES ON COUNTY-OWNED PROP-  
ERTY; AND OTHER MATTERS  
RELATED THERETO.

NOTICE OF PUBLIC HEARING  
There will be a public hearing on  
Tuesday, September 19, 2017 at  
6pm in Oconee County Council  
Chambers located at 415 South Pine  
Street, Wahiata, SC 29691 for the  
following ordinance:

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
Ordinance 2017-24

AN ORDINANCE AUTHORIZING  
THE TRANSFER OF COUNTY-  
OWNED REAL PROPERTY, LOCA-  
TED WITHIN THE GOLDEN COR-  
NER COMMERCE PARK, COM-  
PRISING APPROXIMATELY 22  
ACRES, TO THE OCONEE ECO-  
NOMIC ALLIANCE FOR THE PUR-  
POSE OF CONSTRUCTION OF A  
"SPECULATIVE BUILDING" FOR  
INDUSTRIAL OR BUSINESS USE  
IN ORDER TO PROMOTE IN-  
CREASED OPPORTUNITIES FOR  
ECONOMIC GROWTH AND DE-  
VELOPMENT WITHIN THE COUNTY;  
AND OTHER MATTERS RELA-  
TED THERETO.

NOTICE OF PUBLIC HEARING  
There will be a public hearing on  
Tuesday September 19, 2017 at  
6pm in Oconee County Council  
Chambers located at 415 South Pine

# SER

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- Vinyl Siding
- Power Washing
- Deck & Dock Restorati
- Gutter & Roof Cleaning
- Soffit Cleaning
- Windows

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- Painting
- Handyman Services

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Licensed & Insured

864-647-4577

Email:

thompson@garrettrepair.co

## J. Dalen Professional Building Services

- CARPENTRY
- PLUMBING
- ELECTRICAL
- PAINTING

**Katie Smith**

---

**From:** Katie Smith  
**Sent:** Tuesday, August 29, 2017 8:53 AM  
**To:** 'classadmgr@upstatetoday.com'  
**Subject:** RE: Classified Ad# 22839 Confirmation

Looks good; thanks!

Katie

Katie D. Smith  
Clerk to Council  
Oconee County  
415 S. Pine St. Walhalla  
864.718.1023  
Fx. 864.718.1024  
[ksmith@oconeesc.com](mailto:ksmith@oconeesc.com)

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---

**From:** [classadmgr@upstatetoday.com](mailto:classadmgr@upstatetoday.com) [<mailto:classadmgr@upstatetoday.com>]  
**Sent:** Monday, August 28, 2017 5:09 PM  
**To:** Katie Smith  
**Subject:** Classified Ad# 22839 Confirmation

Hi Katie, Please let me know if you approve this run Wed., Aug. 30. It's for ordinance 2017-22. Thanks, Jenny White

# THE JOURNAL

**Classified Advertising**

**OCONEE COUNTY COUNCIL  
415 S PINE ST  
WALHALLA, SC 29691**

**Acct#:63488  
Ad#:22839  
Phone#:864-718-1023  
Date:08/28/2017**

**Salesperson: JWHITE      Classification: Legals      Ad Size: 1.0 x 2.60**

**Advertisement Information:**

<b>Description</b>	<b>Start</b>	<b>Stop</b>	<b>Ins.</b>	<b>Cost/Day</b>	<b>Total</b>
The Journal	08/30/2017	08/30/2017	1	38.41	38.41

**Payment Information:**

<b>Date:</b>	<b>Order#</b>	<b>Type</b>
08/28/2017	22839	BILLED ACCOUNT

**Total Amount: 38.41**

**Amount Due: 38.41**

**Comments: NOTICE OF PUBLIC HEARING - TUES., SEPT. 19, 2017 - ORDINANCE #2017-22**

**Attention: Please return the top portion of this invoice with your payment including account and ad number.**

**Ad Copy**

NOTICE OF PUBLIC HEARING  
There will be a public hearing on  
Tuesday, September 19, 2017 at  
6pm in Oconee County Council  
Chambers located at 415 South Pine  
Street, Walhalla, SC 29691 for the  
following ordinance:

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
Ordinance 2017-22  
AN ORDINANCE AMENDING ARTI-  
CLE III OF CHAPTER 26 OF THE  
OCONEE COUNTY CODE OF OR-  
DINANCES IN CERTAIN LIMITED  
REGARDS AND PARTICULARS  
ONLY, NAMELY AS TO THE  
ELIMINATION OF THE SCENIC  
HIGHWAY COMMITTEE AND THE  
SUBSTITUTION OF THE PLAN-  
NING COMMISSION TO CARRY  
OUT ALL DUTIES AND FUNC-  
TIONS FORMERLY BELONGING  
TO THE SCENIC HIGHWAY COM-  
MITTEE; AND OTHER MATTERS  
RELATED THERETO.

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

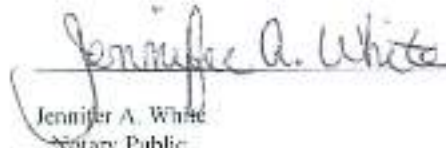
IN RE: NOTICE OF PUBLIC HEARING - TUES., SEPT. 19, 2017 - ORDINANCE #2017-22

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 08/30/2017 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch  
General Manager

Subscribed and sworn to before me this  
08/30/2017



Jennifer A. White  
Notary Public  
State of South Carolina  
My Commission Expires July 1, 2024

JENNIFER A WHITE  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires July 1, 2024

Blue Ridge Automotive  
3504 Blue Ridge Blvd., Walhalla  
864-638-2129



2004 PONTIAC GRAND AM  
V8, Black w/ gray interior, alloy  
wheels, cold etc. 130K miles-  
\$3,250 Cash

Bountyland Used Cars  
1110 Frontage Road, Seneca  
864-221-9949



2005 DODGE DURANGO  
4 x 4, Leather, Alloy, DVD/CD  
player, Power Seats,  
3rd Row Seating -\$4,899-  
Bountyland Used Cars  
1110 Frontage Rd.  
Seneca, SC 29878  
864-221-9949



2007 LINCOLN TOWN car  
Local, Signature Series,  
Extra Clean, 138K Miles-\$6,995  
Blue Ridge Automotive  
3504 Blue Ridge Blvd., Walhalla  
864-638-2129



84 JEEP CJ7  
60k miles \$15,000  
Pete's Auto  
402 S. Oak St.  
Seneca • 864-882-1467



93 BUICK ROADMASTER  
115K miles \$6,500  
Pete's Auto  
402 Oak Street • Seneca  
882-1467

IT, AND OTHER MATTERS RELAT-

**NOTICE OF PUBLIC HEARING**  
There will be a public hearing on  
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6pm in Oconee County Council  
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Street, Walhalla, SC 29681 for the  
following ordinance:

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
Ordinance 2017-22  
AN ORDINANCE AMENDING ARTI-  
CLE III OF CHAPTER 28 OF THE  
OCONEE COUNTY CODE OF OR-  
DINANCES IN CERTAIN LIMITED  
REGARDS AND PARTICULARS  
ONLY, NAMELY AS TO THE  
ELIMINATION OF THE SCENIC  
HIGHWAY COMMITTEE AND THE  
SUBSTITUTION OF THE PLANN-  
ING COMMISSION TO CARRY  
OUT ALL DUTIES AND FUNC-  
TIONS FORMERLY BELONGING  
TO THE SCENIC HIGHWAY COM-  
MITTEE, AND OTHER MATTERS  
RELATED THERETO

**NOTICE OF PUBLIC HEARING**  
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following ordinance:

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
Ordinance 2017-20  
AN ORDINANCE AUTHORIZING  
THE EXECUTION AND DELIVERY  
OF A REAL PROPERTY LEASE  
AGREEMENT BETWEEN OCONEE  
COUNTY AS LESSOR AND THE  
FOOTHILLS ALLIANCE AS LES-  
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**PUBLISHER'S AFFIDAVIT**

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

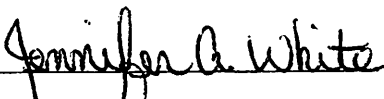
**MCNAIR LAW FIRM, P.A.**

**IN RE: PUBLIC HEARING - TUESDAY, SEPT. 19, 2017 - TO CONSIDER AN ORDINANCE AUTHORIZING THE  
COUNTY TO ISSUE GENERAL OBLIGATION REFUNDING BONDS**

**BEFORE ME** the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 09/01/2017 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

  
\_\_\_\_\_  
Hal Welch  
General Manager

Subscribed and sworn to before me this  
09/01/2017

  
\_\_\_\_\_  
Jennifer A. White  
Notary Public  
State of South Carolina  
My Commission Expires July 1, 2024

**JENNIFER A WHITE  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires July 1, 2024**

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402 Oak Street, Spartan  
864-1487



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•new hood •runs like new  
\$8,480  
Bountyland Used Cars  
1110 Frontage Rd, Spartan  
864-221-9949

estimation stop signs for three- and non-identical buildings in the City of Spartanburg.  
2. 2017-09 Building Size & Blocking in All Districts: Proposed last amendment requiring all development to be broken up at a minimum of every 200' to ensure that city blocks are an appropriate size.

For more information, please contact City of Spartanburg Planning & Codes Administration Department at 864-683-8050.

The referenced documents can be found at the following web address: <http://www.spartanburg.com/planning/2017-09-05>

**PUBLIC NOTICE**

NOTICE IS HEREBY GIVEN that a public hearing will be had by the County Board of Orange County, South Carolina (the "County"), during the 8:00 p.m. meeting of Orange County Council on September 18, 2017, at the Council Chamber of Orange County Council, 416 South Pine Street, Winnsboro, South Carolina.

The purpose of the public hearing is to consider an Ordinance authorizing the County to issue and exceeding \$500,000 General Obligation Revenue Bonds (known as "Fire Tax District Bonds 2017") (the "Bonds 2017") and for the proceeds of which will be applied to defray the cost of refunding the County's \$1,200,000 original municipal general obligation Revenue Bond (known as "Fire Tax District Series 2007").

The full text, credit and rating power and resources of the County will be posted for the payment of the principal and interest on the Bonds 2017. Bond 88 - they respectively mature and for the creation of such sinking fund as may be necessary to provide for the payment thereof; provided, however, that shall be levied annually within the known Fire Tax District an ad valorem tax in an amount designed to provide cost service on the Series 2017 Bond. At the public hearing, all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views by or against the Ordinance and the issuance of the Bonds 2017. Date: **COCKLE COUNTY COUNCIL, SOUTH CAROLINA.**

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**Katie Smith**

---

**From:** Katie Smith  
**Sent:** Tuesday, August 29, 2017 3:43 PM  
**To:** 'classadmgr@upstatetoday.com'  
**Subject:** RE: Classified Ad# 22838 Confirmation

Looks good; thanks!

Katie

Katie D. Smith  
Clerk to Council  
Oconee County  
415 S. Pine St. Walhalla  
864.718.1023  
Fx. 864.718.1024  
[ksmith@oconeesc.com](mailto:ksmith@oconeesc.com)

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**From:** [classadmgr@upstatetoday.com](mailto:classadmgr@upstatetoday.com) [<mailto:classadmgr@upstatetoday.com>]

**Sent:** Tuesday, August 29, 2017 9:29 AM

**To:** Katie Smith

**Subject:** Classified Ad# 22838 Confirmation

Hi Katie, This is the only one I don't have a confirmation on. Send it to me and then all of them will run tomorrow. Have a good day. Thanks, Jenny

# THE JOURNAL

**Classified Advertisi**

**OCONEE COUNTY COUNCIL  
415 S PINE ST  
WALHALLA, SC 29691**

**Acct#:63488  
Ad#:22838  
Phone#:864-718-1023  
Date:08/29/2017**

**Salesperson: JWHITE      Classification: Legals      Ad Size: 1.0 x 2.90**

**Advertisement Information:**

<b>Description</b>	<b>Start</b>	<b>Stop</b>	<b>Ins.</b>	<b>Cost/Day</b>	<b>Total</b>
The Journal	08/30/2017	08/30/2017	1	42.27	42.27

**Payment Information:**

<b>Date:</b>	<b>Order#</b>	<b>Type</b>
08/28/2017	22838	BILLED ACCOUNT

**Total Amount: 42.27**

**Amount Due: 42.27**

**Comments: NOTICE OF PUBLIC HEARING - TUES., SEPT. 19, 2017 - ORDINANCE #2017-24**

**Attention: Please return the top portion of this invoice with your payment including account and ad number.**

**Ad Copy**

NOTICE OF PUBLIC HEARING  
There will be a public hearing on Tuesday, September 19, 2017 at 6pm in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
Ordinance 2017-24

AN ORDINANCE AUTHORIZING THE TRANSFER OF COUNTY-OWNED REAL PROPERTY, LOCATED WITHIN THE GOLDEN CORNER COMMERCE PARK, COMPRISING APPROXIMATELY 22 ACRES, TO THE OCONEE ECONOMIC ALLIANCE FOR THE PURPOSE OF CONSTRUCTION OF A "SPECULATIVE BUILDING" FOR INDUSTRIAL OR BUSINESS USE IN ORDER TO PROMOTE INCREASED OPPORTUNITIES FOR ECONOMIC GROWTH AND DEVELOPMENT WITHIN THE COUNTY; AND OTHER MATTERS RELATED THERETO.

**PUBLISHER'S AFFIDAVIT**

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

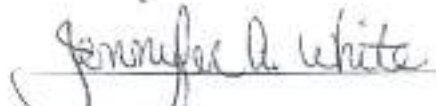
IN RE: NOTICE OF PUBLIC HEARING - TUES., SEPT. 19, 2017 - ORDINANCE #2017-24

**BEFORE ME** the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 08/30/2017 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch  
General Manager

Subscribed and sworn to before me this  
08/30/2017



Jennifer A. White  
Notary Public  
State of South Carolina  
My Commission Expires July 1, 2024

JENNIFER A WHITE  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires July 1, 2024

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 \$6,450  
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**LEGAL NOTICES**

**LEGALS**

**NOTICE OF PUBLIC HEARING**  
 There will be a public hearing on  
 Tuesday, September 19, 2017 at  
 6pm in Oconee County Council  
 Chambers located at 415 South Pine  
 Street, Walhalla, SC 29691 for  
 the following ordinance:

**STATE OF SOUTH CAROLINA  
 OCONEE COUNTY**

Ordinance 2017-21

**AN ORDINANCE GRANTING CERTAIN EASEMENT RIGHTS TO DUKE ENERGY CAROLINAS, LLC FOR THE PURPOSE OF LOCATING AND MAINTAINING ELECTRIC AND/OR COMMUNICATION FACILITIES ON COUNTY-OWNED PROPERTY; AND OTHER MATTERS RELATED THERETO.**

**NOTICE OF PUBLIC HEARING**  
 There will be a public hearing on  
 Tuesday, September 19, 2017 at  
 8pm in Oconee County Council  
 Chambers located at 415 South Pine  
 Street, Walhalla, SC 29691 for the  
 following ordinance:

**STATE OF SOUTH CAROLINA  
 OCONEE COUNTY**

Ordinance 2017-24

**AN ORDINANCE AUTHORIZING THE TRANSFER OF COUNTY-OWNED REAL PROPERTY, LOCATED WITHIN THE GOLDEN CORNER COMMERCE PARK, COMPRISING APPROXIMATELY 22 ACRES, TO THE OCONEE ECONOMIC ALLIANCE FOR THE PURPOSE OF CONSTRUCTION OF A "SPECULATIVE BUILDING" FOR INDUSTRIAL OR BUSINESS USE IN ORDER TO PROMOTE INCREASED OPPORTUNITIES FOR ECONOMIC GROWTH AND DEVELOPMENT WITHIN THE COUNTY; AND OTHER MATTERS RELATED THERETO.**

**NOTICE OF PUBLIC HEARING**  
 There will be a public hearing on  
 Tuesday, September 19, 2017 at  
 6pm in Oconee County Council  
 Chambers located at 415 South Pine

**SER**

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